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Attorneys for Plaintiff RAINBOW S.p.A.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

RAINBOW S.p.A.,

Plaintiff

v.

SECRET WATERFALL LLC,
LAUNCELOT A. DEVAULT, TARAH
A. UHRICH, STARLINE MEDIA, INC.,
AND DAVID NDALAMBA,

Defendants.

Case No. 5:25-cv-00597-SHK

**FIRST AMENDED COMPLAINT
FOR COPYRIGHT AND
TRADEMARK INFRINGEMENT**

DEMAND FOR JURY TRIAL

Plaintiff Rainbow S.p.A. (“Rainbow” or “Plaintiff”), by and through its attorneys, brings this complaint against Secret Waterfall LLC (“Secret”), Launcelot A. Devault, Tarah A. Uhrich, Starline Media, Inc. (“Starline”), and David Ndalamba (collectively, “Defendants”), and alleges as follows:

NATURE OF THE ACTION

1. This is an action for copyright infringement under the United States Copyright Act (17 U.S.C. § 501 *et seq.*); trademark infringement under the Lanham Act (15 U.S.C. §§ 1114, 1116, 1117, 1125(a) and (c)); trademark infringement under the California Business and Professions Code §14320, unfair competition under the California Business and Professions Code §17200, trademark dilution under the California Business and Professions Code §14247; and trademark infringement,

1 unfair competition, dilution, and unjust enrichment under California common law as
2 a result of Defendants' exploitation of Rainbow's Intellectual Property by their
3 publishing, copying, making, using, selling and offering for sale their Royale High
4 game via the Roblox online gaming platform ("Roblox Platform").

5 2. Rainbow is an Italian media and software entertainment content
6 company that has brought educational entertainment to young viewers around the
7 world through the creation, development, release, and commercialization of
8 animated content for TV and cinema. Rainbow's Winx Club® animated TV series
9 ("Winx Club"), is Rainbow's twenty-year-old classic.¹ Winx Club is an
10 international success, resulting in eight animated TV series, two animated series co-
11 produced with Netflix, two Netflix Original live action series, four films for TV,
12 three animated feature films for cinema, live shows, international musicals, and
13 numerous copyright and trademark registrations.

14 3. Defendants exploited Rainbow's Winx Club works through the
15 creation, development, release, and commercialization of Royale High, a high
16 school-themed fantasy game hosted on the Roblox Platform. Initially titled "Fairies
17 and Mermaids Winx High School," Royale High emulates Winx Club's characters,
18 costumes, and environments and has done so since the game's release in 2017.
19 Defendants' exploitation of Rainbow's intellectual property was an intentional
20 strategy to attract Winx Club fans, who would appreciate the in-game roleplaying
21 opportunities and Winx Club-themed products. Though alerted to the infringing
22 materials in Royale High, Defendants have persisted in exploiting the Winx Club
23 works rather than license Rainbow's intellectual property.

24 4. This is a civil action seeking damages and injunctive relief under the
25 United States Copyright Act of 1976, *as amended*, 17 U.S.C. §§ 101 *et seq.* (the
26 "Copyright Act"), under the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* (the "Lanham
27 Act"), under the California Business and Professions Code, and under California

28 ¹ <https://www.rbw.it/en/about/the-group/rainbow/>.

1 common law.

2 **THE PARTIES**

3 5. Plaintiff Rainbow is an Italian joint-stock company with a principal
4 place of business at Via Brece snc, 60025 Loreto, Ancona, Italy.

5 6. Defendant Secret is a California limited liability company with a
6 principal place of business at 26672 Camino Seco, Temecula, California 92590.

7 7. Defendant Devault is an individual and the registered agent and chief
8 executive officer of Secret. Devault, upon information and belief, is co-owner and
9 administrative lead of Royale High. Upon information and belief, Devault resides
10 at 26672 Camino Seco, Temecula, California 92590.

11 8. Defendant Uhrich is an individual and, upon information and belief, a
12 manager of Secret, and co-owner and lead developer of Royale High. Upon
13 information and belief, Uhrich resides at 26672 Camino Seco, Temecula, California
14 92590.

15 9. Defendant Starline is a Canadian company with a principal place of
16 business at 100 Bond Street E Oshawa, Ontario L1G 4S4, Canada.

17 10. Defendant Ndalamba is an individual and chief executive officer of
18 Starline. Upon information and belief, Ndalamba is a resident of Canada.

19 **JURISDICTION AND VENUE**

20 11. Some of Rainbow's claims arise under the Copyright Act and the
21 Lanham Act. Accordingly, this Court has subject matter jurisdiction over this action
22 pursuant to 28 U.S.C. §§ 1331 and 1338.

23 12. This Court has personal jurisdiction over defendant Secret because its
24 principal place of business is in Temecula, California.

25 13. This Court has personal jurisdiction over defendants Devault and
26 Uhrich because, upon information and belief, they reside in Temecula, California,
27 and because their infringing activities, including the ongoing operation of Royale
28 High on the Roblox Platform, create a substantial connection with this judicial

1 district.

2 14. This Court has personal jurisdiction over defendants Starline and
3 Ndalamba because their infringing activities, including the creation, development,
4 release, and commercialization of Royale High, create a substantial connection with
5 this judicial district. Upon information and belief, Starline and Ndalamba
6 participated in the creation, development, release, and commercialization of Royale
7 High, an interactive online game that features infringing works and that is accessible
8 to and usable by anyone, including residents of this judicial district.

9 15. Venue is proper in this judicial district under 28 U.S.C. §§ 1391 and
10 1400(a).

11 **BACKGROUND**

12 **I. RAINBOW'S AWARD-WINNING WINX CLUB**

13 16. In 1995, Iginio Straffi founded Rainbow, an Italian studio focused on
14 animation. Over nearly 30 years, Rainbow has garnered a reputation for
15 entertainment that both educates and inspires.

16 17. Rainbow achieved national success in 2000 by virtue of its Tommy &
17 Oscar™ project and animated TV series. With the production and release of Winx
18 Club, beginning in 2004, Rainbow gained global recognition. At the 2005 Torino
19 Film Festival, Iginio Straffi won the Pinocchio Award for Best Youth Program
20 Director. The series also brought Iginio Straffi and Rainbow the Pulcinella Award
21 for Animation Studio of the Year at the 2005 Cartoons on the Bay festival. In France
22 and Belgium, the first season reached a 56% share among 10 to 14-year-old viewers
23 of the Italian Rai 2 television channel.² Rainbow later co-produced Winx Club
24 episodes with Nickelodeon, the first special premiering internationally on June 27,
25 2011, to 2.3 million viewers.³ In the first quarter of 2012, an average of 38.5 million

26 ² <https://web.archive.org/web/20190222105702/https://ricerca.repubblica.it/repubblica/archivio/repubblica/2004/04/01/caccia-alle-streghe-made-in-italy-la.html>.

27 ³ https://archive.today/20130204051226/http://www.thefutoncritic.com/ratings/2011/06/28/mondays-cable-ratings-wweraw-claims-top-honors-557115/cable_20110627/.

viewers watched the series across nine of Nickelodeon's international outlets.⁴

18. Winx Club is a modern fantasy saga launched in 2004 and revolving around the adventures of Bloom, Stella, Flora, Aisha, Tecna and Musa, six fairies living their daily life, along with adventures in the Magic Dimension, including lessons at the Alfea College for fairies, romances, fights, and strong bonds of friendship. Throughout the seasons, the six fairies grow together and develop ever stronger powers, turning into fairies and obtaining new magic transformations. The six friends are always ready to defeat evil enemies and save whomever is in danger. Each fairy has specific powers linked to a magical element: Bloom is the Fairy of Dragon Flame, Stella is the Fairy of the Shining Sun, Flora is the Fairy of Nature, Aisha is the Fairy of Waves, Musa is the Fairy of Music, and Tecna is the Fairy of Technology. Altogether, the six girls form the Winx Club, a group of fairies whose friendship is their biggest strength against any kind of adversity. An example of the six characters is shown below:



Throughout the show's progression, Winx Club fairies undergo special "transformations," including the "Charmix" (Season 2), "Enchantix" (Season 3), and "Believix" (Season 4), each involving both physical and abstract changes. After earning the Charmix transformation, for example, fairies receive a "personalized

⁴ <https://web.archive.org/web/20210212180043/https://vimeo.com/238978215>.

1 brooch and a shoulder or waist bag” as well as magnified powers and spells, a reward
2 “when the Winx girls overcome a problem or their emotional turmoil.”⁵

3 19. Rainbow owns United States copyright and trademark registrations for
4 numerous Winx Club-related works, including the designs associated with animated
5 characters Aisha, Bloom, Flora, Musa, Stella, and Tecna. Rainbow owns many
6 copyright registration certificates from the United States Copyright Office for Winx
7 Club episodes and related characters, some of which are identified on a list attached
8 as Exhibit A. Rainbow also owns trademark registration certificates from the United
9 States Patent and Trademark Office for, among other things, “WINX CLUB”
10 wording and design, identified on a list attached as Exhibit B, said design being
11 reproduced below:



16
17 20. In addition to Winx Club, Rainbow has produced other animated hits,
18 among them Monster Allergy™, Huntik, PopPixie™, Mia and Me™, Regal
19 Academy™, the live action Maggie & Bianca Fashion Friends™, 44 Cats™,
20 Pinocchio and Friends™, Summer & Todd Happy Farmers™. Ranked among the
21 top licensors in the world, Rainbow is also a leading brand licensing company with
22 more than 500 licenses worldwide in every category from publishing and toys to
23 consumer products in general. Rainbow’s licensing and marketing strategies are set
24 out at the following URL: <https://www.rbw.it/en/marketing-licensing/>. As its
25 website makes clear, Rainbow develops licensing strategies and dedicated style
26 guides for the works in its global portfolio.

27
28 ⁵ <https://winx-club.fandom.com/wiki/Category:Transformations>.

21. Rather than seeking to license Rainbow’s intellectual property, Defendants exploited the highly successful Winx Club works through the development of Royale High, an online roleplaying game available on the Roblox Platform.

II. ROYALE HIGH

22. Royale High is a high school-themed roleplaying and dress-up game that takes place in an online fantasy realm. Tellingly, the game was initially titled “Fairies & Mermaids Winx High School Beta,” “also known as Winx High School,” and themed around Winx Club to draw in fans of the Winx Club TV series.⁶ In November 2017, the game’s title changed to “Royale High Beta,” and the “Enchantix High School for Fairies and Mermaids” (*i.e.*, “Enchantix High” or “Enchantix”) became a game or “experience” available to players.

23. The Roblox Platform allows users to access the Royale High experience created by developers, including Secret, Devault, Uhrich, Starline, and Ndalamba. Each Roblox Platform experience offers distinct themes, environments, and roleplaying opportunities. For example, according to the Royale High Wiki Fandom website,⁷ Royale High featured the “Enchantix High” or “Enchantix” environment based entirely on Winx Club:


















Enchantix was heavily reliant on using content (such as distinct designs, names, art, and music) from Winx Club, along with artwork from various fan artists (such as the wings designs), most of which were stolen; Royale High does not have permission or rights to use any of the Winx Club intellectual property or any of the various stolen artwork, and was therefore violating copyright law.

⁶ https://royale-high.fandom.com/wiki/Fairies_%26_Mermaids_Winx_High_School_Beta.

⁷ https://royale-high.fandom.com/wiki/Enchantix_High.

Those playing Royale High can engage in a variety of roleplaying interactions, as the game's description⁸ indicates:

In addition, players can visit the Royale High online store⁹ to spend in-game virtual

 Make cute outfits & enter a fashion contest on Sunset Island, then take a magical midnight swim in the glowing ocean!
 Incoming Message: bff want 2 have a sleepover at my dorm? xx
 Decorate a dreamy dorm with fairy lights, then COLLAPSE IN A FLUFFY PILE OF PILLOWS!!!
 Ouch, I got hurt! Visit the School Office for an ice pack!
 Attend classes, earn  Diamonds, Level Up, and be at the top of the leaderboards!
 Dress in gorgeous dresses and dance the night away at the school dance!
 Make a wish at the Fountain of Dreams for a chance at an ULTRA-rare item!
 Trade your rare and valuable treasures in the Trading Hub!
 Work in the Office to help Freshfairies and calm angry parents!   
 Take care of your Hunger, Hygiene & Sleep needs!
 Put cute stickers all over your diary and decorate the inside of your locker!
 Fly & Use Magic!
 Watch the sunset from your Beach House balcony!
.. and lots more!

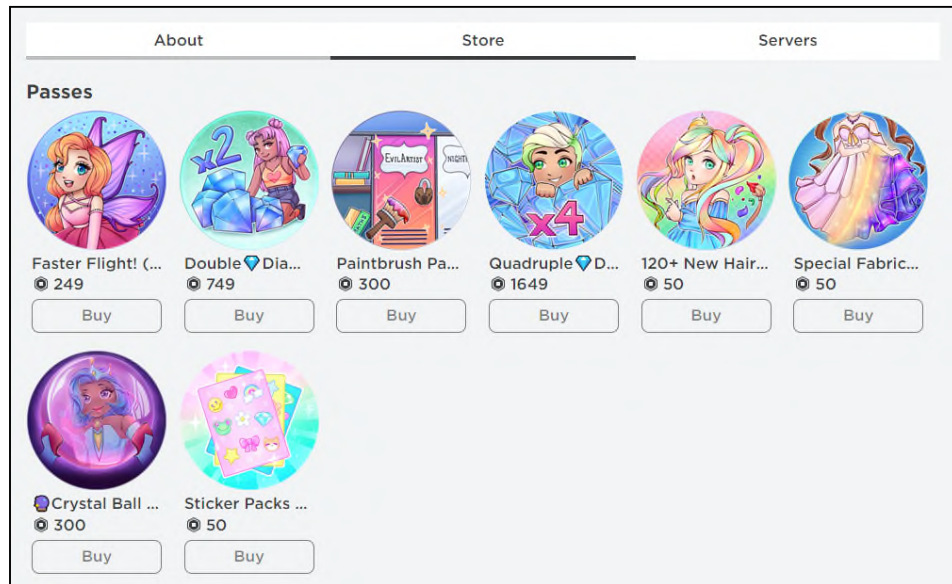
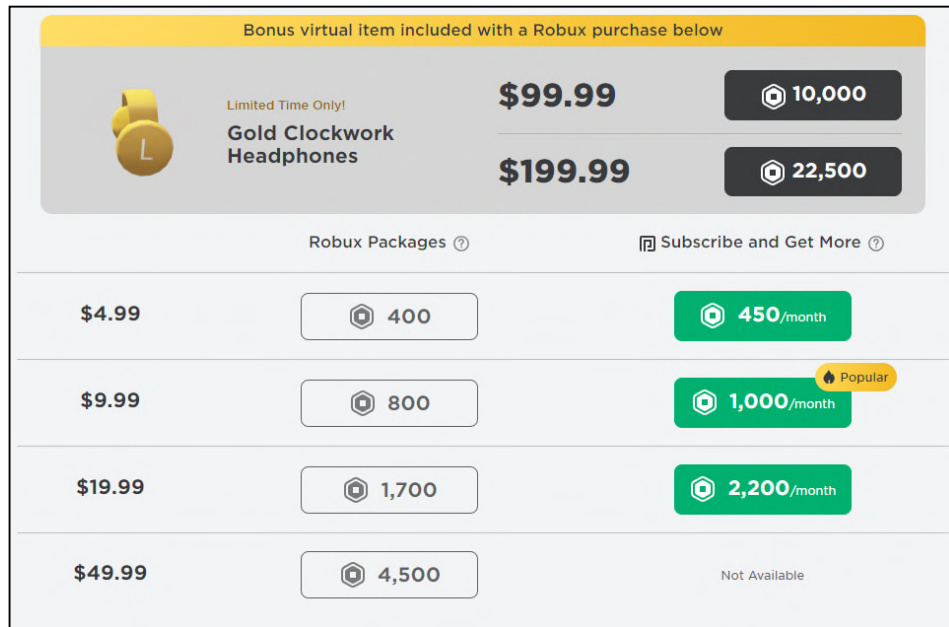
currency (“Robux”)—purchased with real currency¹⁰—to acquire special fabric

⁸ <https://www.roblox.com/games/735030788/Royale-High#!/about>.

⁹ <https://www.roblox.com/games/735030788/Royale-High#!/store>.

¹⁰ <https://www.roblox.com/upgrades/robux?ctx=nav>.

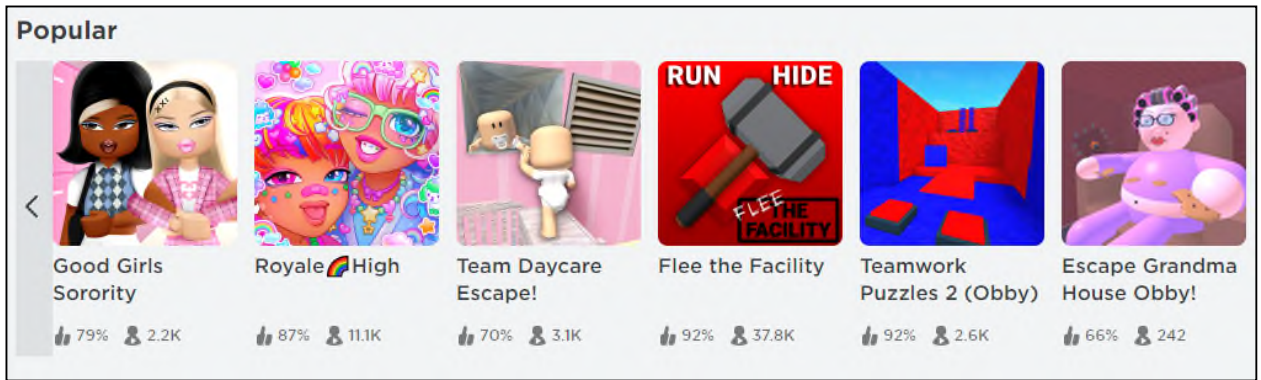
designs, character abilities, hairstyles, objects, and many other items.



The Roblox Platform’s description for Royale High reports that the game has been favorited (*i.e.*, added to a user’s “favorites” list) 13,229,839 times, and has received over 10 billion visits.¹¹ The Roblox Platform’s “Discover” page¹² includes Royale High in its list of the most popular games:

¹¹ <https://www.roblox.com/games/735030788/Royale-High>.

¹² https://www.roblox.com/discover#.



III. DISCOVERY OF DEFENDANTS' INFRINGEMENT

24. In May 2023, Rainbow first became aware of the unauthorized use and sale of Winx Club works on the Roblox Platform Marketplace. In an Excel chart, Rainbow identified 490 products with images, characters, and elements identical or substantially similar to Winx Club works, including character transformations like the Bloom Charmix of Season 2 and the Musa Enchantix of Season 3. Exhibit C. On May 16, 2023, Rainbow promptly notified the Roblox copyright team of Rainbow's "exclusive right to authorize the use of the IP [r]ights[]" and take appropriate action against any type of infringement" and noted that the identified products were displayed and offered for sale "without a signed license agreement and/or a specific authorization." Exhibit D.

25. Rainbow requested that Roblox "immediately delete from [its] website all unauthorized Winx Club products," (Exhibit D), and Roblox responded on May 27, 2023 that it removed the specified contents. Exhibit E. Soon after, on July 16, 2023, a fan alerted Rainbow to additional unauthorized Winx Club works within Royale High, specifically "a blatant copy of the [B]utterflix transformation" of Winx Club. Exhibit F. The Winx Butterflix is an evolved fairy transformation involving the appearance of butterfly-like wings, as the following illustration shows:



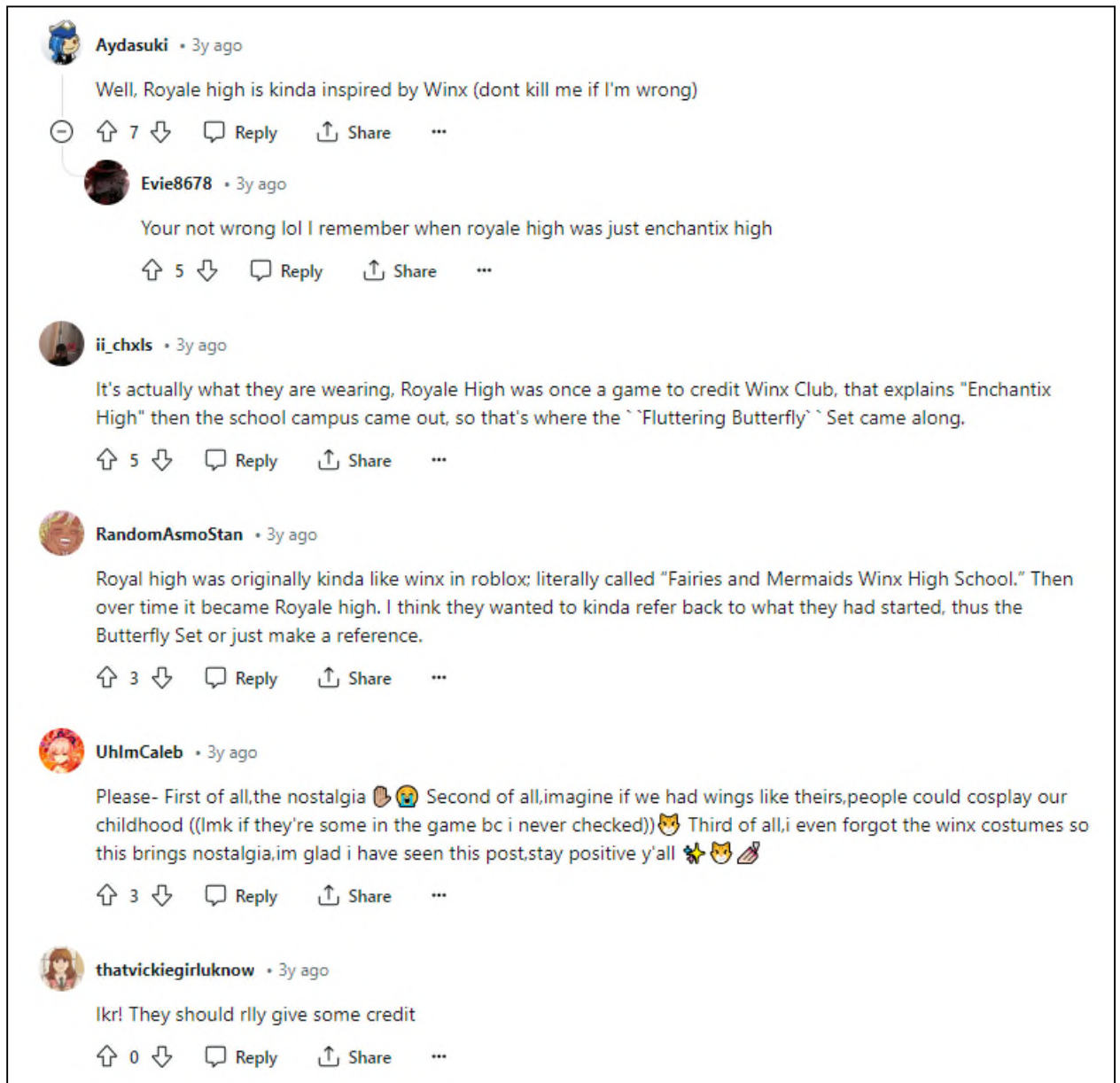
As the fan observed, Royale High’s “modeled outfit . . . has minor differences but you wouldn’t be able to tell them apart,” “[e]ven the name of it[:] fluttering butterfly set.” Exhibit F. Referring to an uncropped version of the same Winx Club Butterflix image, a Reddit poster¹³ in the “unofficial subreddit for Royale High,” expressed the same sentiment:

¹³ https://www.reddit.com/r/RoyaleHigh_Roblox/comments/k188mt/has_anyone_realize_that_the_fluttering_butterfly/.



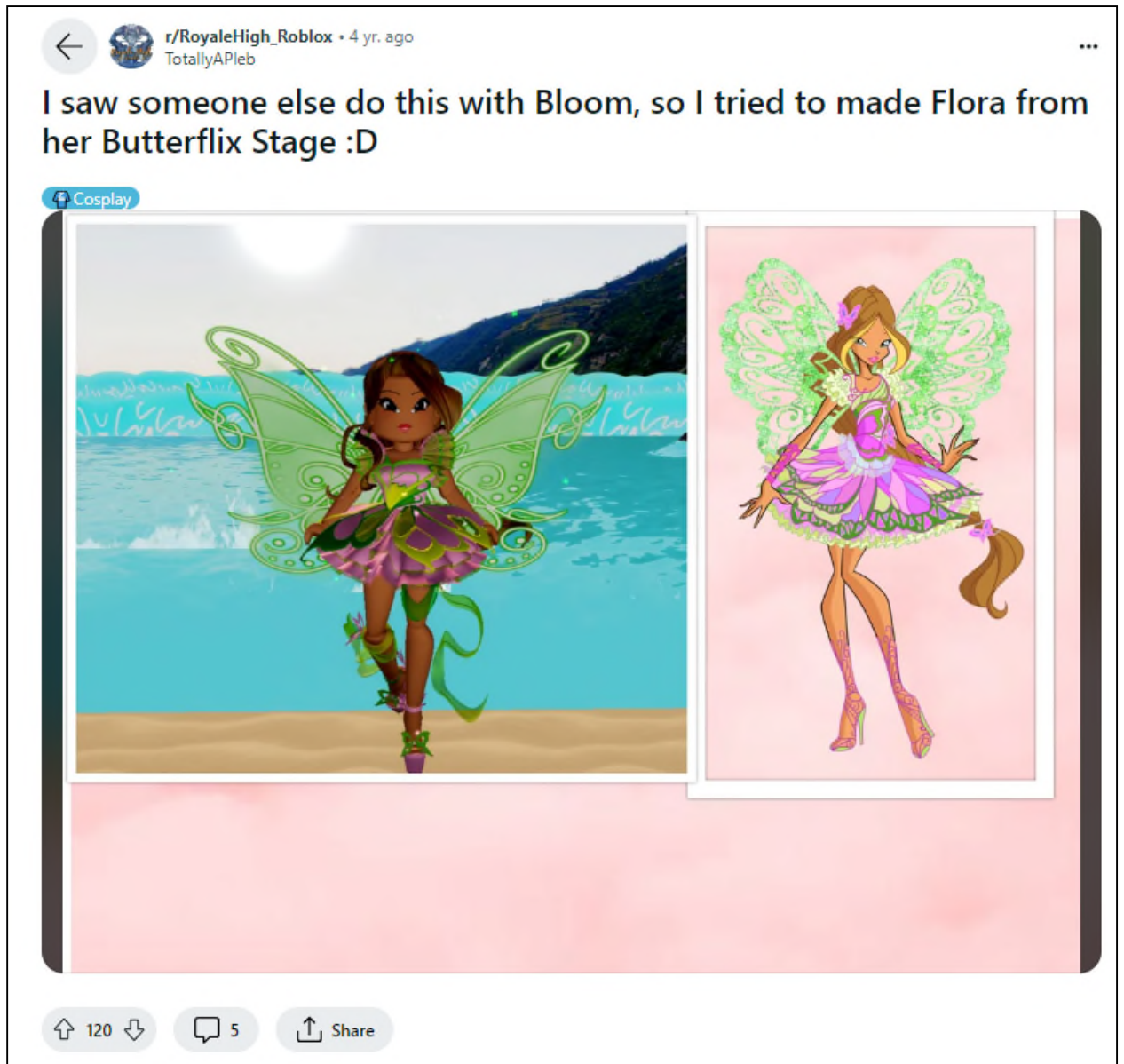
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Reddit users commented on the post as follows:



Yet another Reddit post¹⁴ provided a side-by-side comparison of Royale High’s unauthorized “fluttering butterfly set” and the Winx Club Butterflix (featuring Flora), shown here:

¹⁴ https://web.archive.org/web/20240408023507/https://www.reddit.com/r/RoyaleHigh_Roblox/comments/hfe2cm/i_saw_someone_else_do_this_with_bloom_so_i_tried/?rdt=55097.



Royale High's use of Winx Club works was so blatant that one YouTube video tutorial,¹⁵ entitled "Making the *Winx Butterflix* in Royale High," even explains how to create the Winx Butterflix using Royale High.

26. At this time, the Enchantix realm remained available to users despite its flagrant copying of Winx Club's Enchantix High. Commentary among Royale High players on the "r/RoyaleHigh_Roblox" Reddit page¹⁶ shows that Enchantix

¹⁵ <https://www.youtube.com/watch?v=d2AVUhSEylc>.

¹⁶ https://www.reddit.com/r/RoyaleHigh_Roblox/comments/o3r8jr/enchantix_high_is_getting_removed_when_the_new/.

was well-known among fans as an imitation of Enchantix:

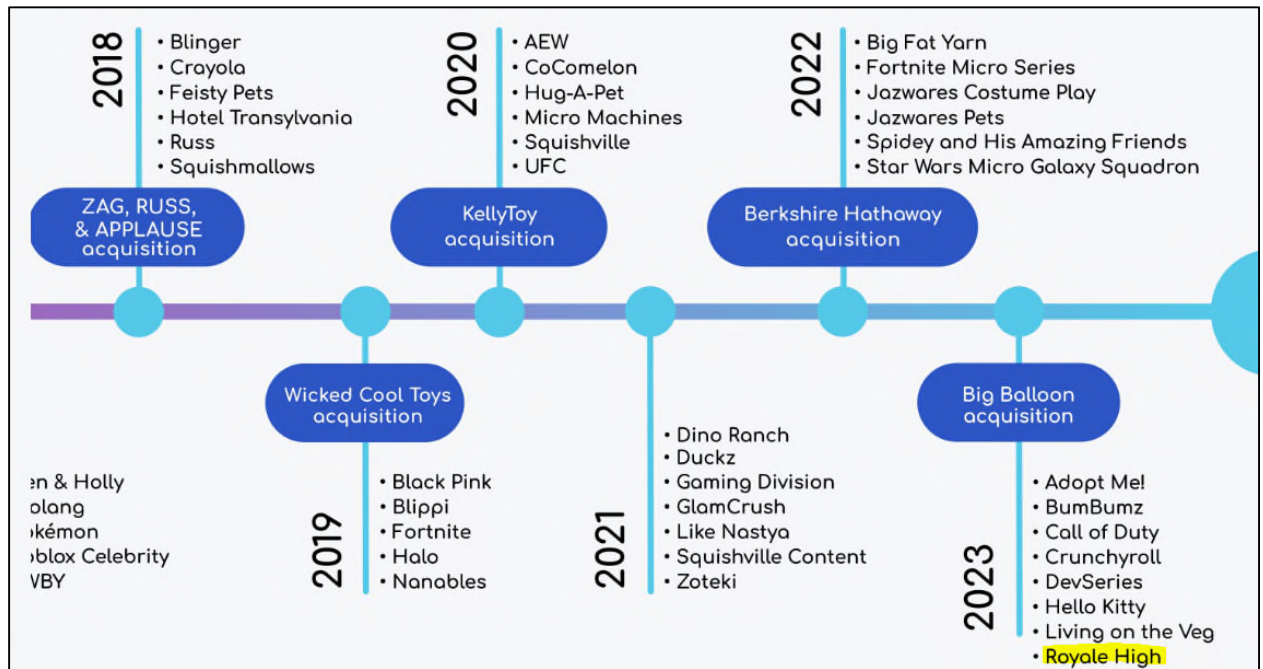


On August 9, 2023, this additional unlawful Enchantix content was removed from Royale High due to its use of Winx Club works without permission.

27. On information and belief, Royale High owners and/or their agents entered into a toy line agreement with Jazwares, LLC ("Jazwares"), a company that designs and manufactures toys and other consumer products. Jazwares' website¹⁷

¹⁷ <https://www.jazwares.com/about-us>.

lists Royale High in its historical timeline of toy and product collaborations:

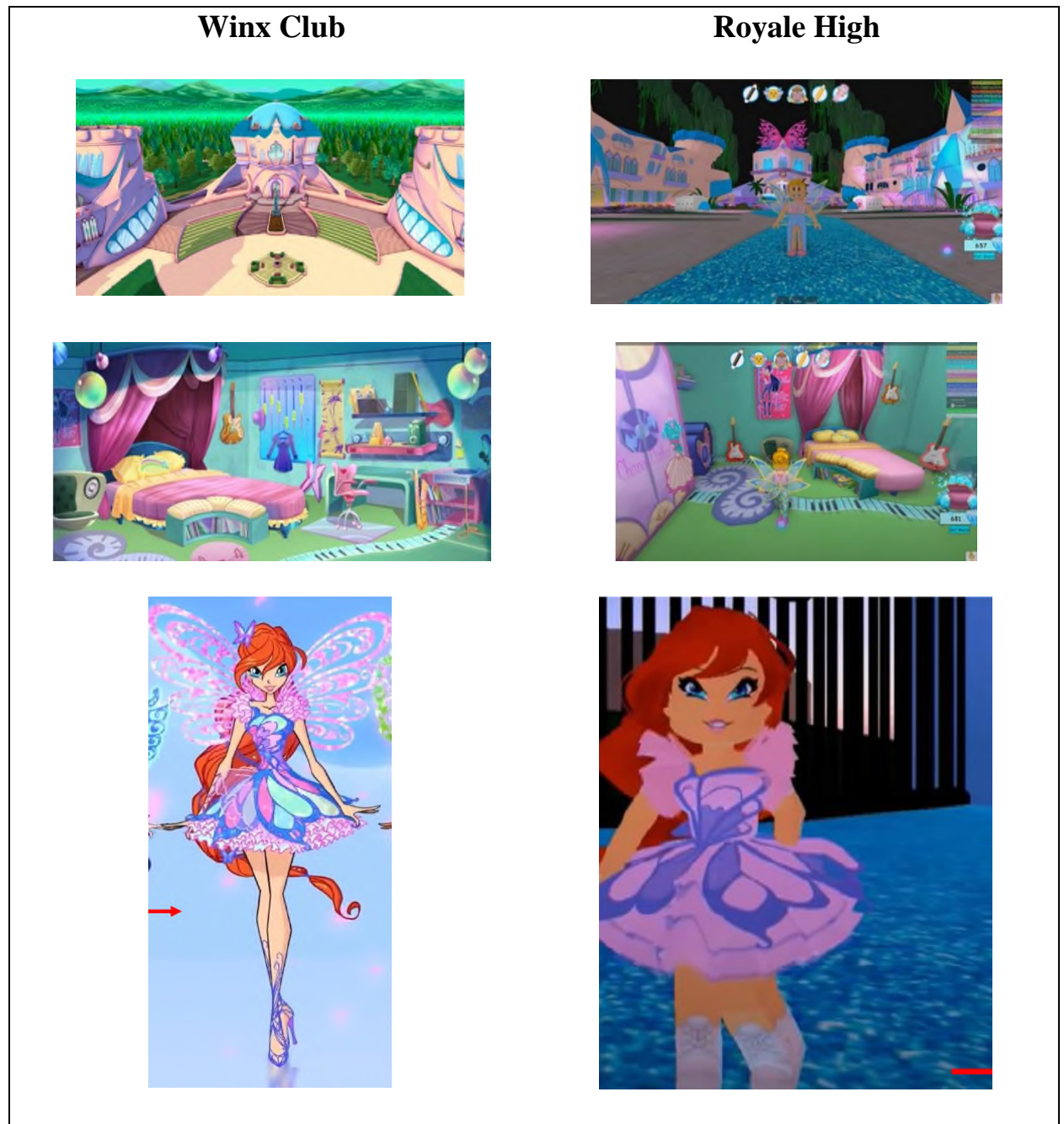


On September 20, 2023, Jazwares announced a “master toy agreement with popular fashion role-playing metaverse experience Royale High for an all-new toy line including game-inspired fashion dolls set to launch fall 2024.”¹⁸ According to the article, “Jazwares will seamlessly translate the Royale High gaming experience into the world of toys,” and “Royale High’s creative lead” hopes that “the use of real toys” will “fuel children’s fantasy dream life.” On September 21, 2023, The Toy Book likewise announced Jazwares’ “master toy licensing agreement with Royale High,” noting that “Jazwares will also serve as a licensing conduit for Royale High to create a portfolio of consumer products in categories such as apparel, beauty, home decor, and more.”¹⁹ The Royale High toy line and related consumer products, which are based on the same game that made unauthorized use of Rainbow’s intellectual property, further endeavor to exploit the goodwill associated with Winx Club.

¹⁸ <https://jazwares.com/newsroom/jazwares-named-master-toy-licensee-for-hit-metaverse-game-royale-high>.

¹⁹ <https://toybook.com/jazwares-royale-high-news/>.

28. On March 21, 2024, Rainbow's counsel notified the Roblox copyright team that it believed Royale High owners and developers were still infringing Rainbow's works. Exhibit G. Rainbow pointed to multiple (by no means exhaustive) examples of copying:



Rainbow forwarded this communication, described as an “attached urgent Notice of

1 Copyright Infringement with exhibits,” to the Roblox legal team. Exhibit H.

2 29. On March 4, 2024, because of and in response to the continued
3 unlawful and unauthorized use of Winx Club content, Rainbow also transmitted a
4 cease-and-desist letter to Starline and Ndalamba, who appeared to be the owners and
5 developers of Royale High. Exhibit I. On March 8, 2024, legal counsel for Starline
6 and Ndalamba responded, alleging that “none of our clients would have known or
7 intended this infringement” and “Royale High has opted to independently build its
8 own original game assets since approximately late 2017,” which statements
9 contradict Royale High’s extensive uses of Winx Club works as outlined above.
10 Exhibit J. Starline and Ndalamba denied infringing use of Winx Club works and
11 declined to remove identified materials or to enter into a licensing agreement.

12 30. Defendants continue to infringe the Winx Club works via Royale High
13 on Roblox Platform, and do so willfully and knowingly, leaving Rainbow with no
14 choice but to bring this action for copyright and trademark infringement. The
15 copying by Defendants involves so much of the legally protected creative works of
16 Plaintiffs that the value of the original works are substantially and irrevocably
17 diminished, and the original works of Plaintiffs have been substantially, to an
18 injurious extent, appropriated by Defendants.

19 **SOME EXAMPLES OF ACTIONABLE SIMILARITIES BETWEEN**
20 **ROYALE HIGH AND WINX CLUB**

21 31. Some examples of similarities between Royale High and Winx Club
22 that rise to the level of copyright infringement under the United States Copyright
23 Act (17 U.S.C. § 501 *et seq.*); trademark infringement under the Lanham Act (15
24 U.S.C. §§ 1114, 1116, 1117, 1125(a) and (c)); trademark infringement under the
25 California Business and Professions Code §14320, unfair competition under the
26 California Business and Professions Code §17200, trademark dilution under the
27 California Business and Professions Code §14247; and trademark infringement,
28 unfair competition, dilution, and unjust enrichment under California common law

are set out herein, and specifically set out below in this section of the Compliant.

Rainbow owns United States Trademark Registration No. 3,258,932 for (among other things) electronic game programs and game software for computers and United States Trademark Registration No. 3,376,208 for (among other things) computer game programs. Each registration is for the stylized trademark:



32. Rainbow also owns United States Trademark Registration No. 6,182,163 for (among other things) electronic games services provided by means of the internet. The registration is for the trademark "WINX CLUB" (in standard characters without claim to any particular font style, size, or color).

33. Rainbow also owns common law trademark rights in the visual depictions of each of its Winx Club characters Aisha, Bloom, Flora, Musa, Stella, and Tecna, as described and shown herein (Rainbow's Common Law Marks). Rainbow has used each Common Law Mark in commerce to designate its Winx Club products and services. Each Common Law Mark is distinctive and represents to the relevant consumers that it originated from and corresponds to products and services of Rainbow. Use by Defendants as alleged herein of similar marks, words and symbols as to Rainbow's Common Law Marks, is likely to cause, and has actually caused, confusion by consumers as to the origin of the goods and services and as to affiliation, connection, or association of Defendants with Plaintiff, or as to the origin, sponsorship, or approval of Defendants' products and services.

34. Defendants have infringed, or are infringing, Rainbow's trademark rights with respect to each trademark as shown in all three registrations as well as Rainbow's common law trademark rights. On information and belief, Defendants used, or are using, a confusingly similar logo and/or name and/or marks in their

Royale High game, as shown in just one example in the below screen shot:



35. Rainbow's WINX CLUB animated TV series features a character called BLOOM. The character BLOOM is covered by Rainbow's United States Copyright Registration No. VA0002426867. Below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426867:





CHARACTER - Clean MAIN DRESS 4 BLOOM_COL D_01

ID: 81-MAIN DRESS 4 BLOOM-COL D-01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR



APPROVED BY:
DATE:
REVISED:

EPISODE

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This material is unpublished and must not be taken from the studio, duplicated or used in any manner, except for production purposes, without written permission from an authorized officer of the company.

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PAGE:

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MOUTH
TONGUE

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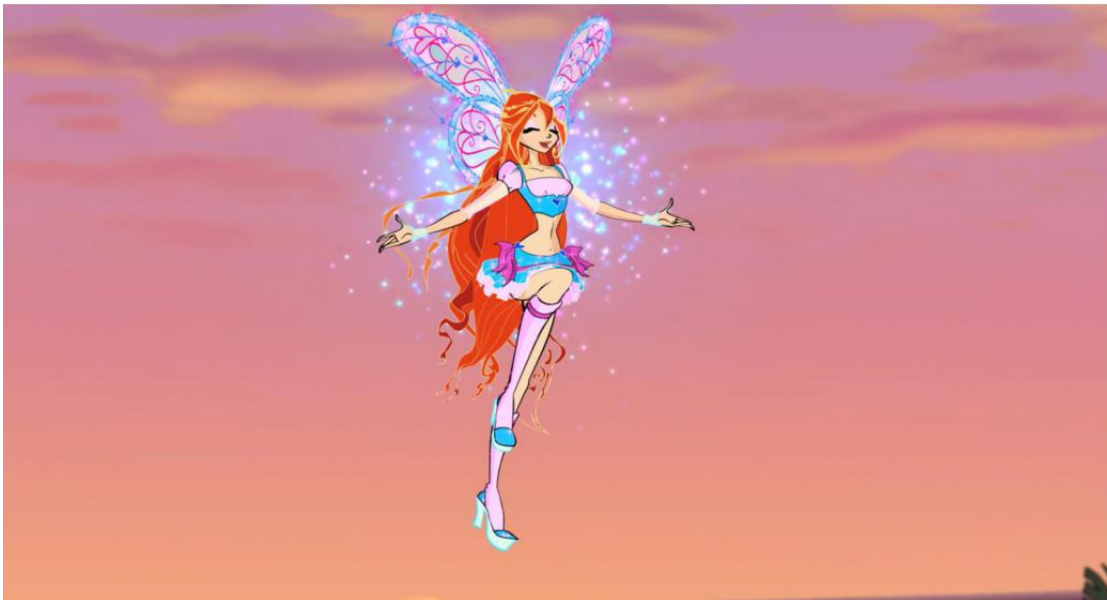
NIGHT VERSION

1 36. This character also appears in many videos covered by United States
2 Copyright Registrations owned by Rainbow.

3 37. For example, below is a screen shot from the video covered by
4 Rainbow's United States Copyright Registration No. PA0002520520 (Season 4,
5 Episode 18 of Rainbow's WINX CLUB animated TV series):



18 38. Below are screen shots from the video covered by Rainbow's United
19 States Copyright Registration No. PA0002519449 (Season 5, Episode 1 of
20 Rainbow's WINX CLUB animated TV series):
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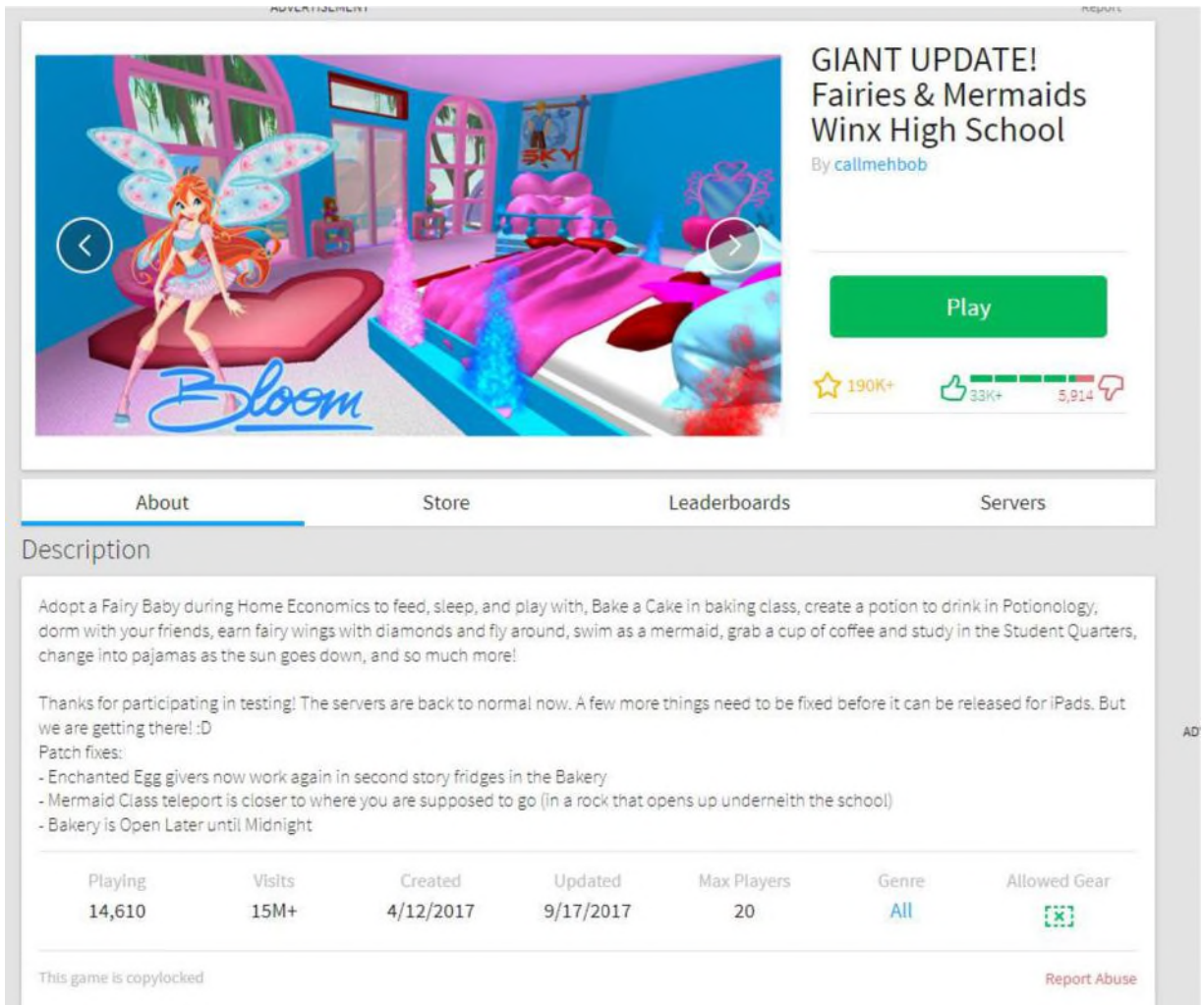




39. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002519448 (Season 5, Episode 2 of Rainbow's WINX CLUB animated TV series):



40. On information and belief, as shown below, an update for Defendants' Royale High game featured a character also called BLOOM and the character looks substantially, if not strikingly, similar to Rainbow's character BLOOM.



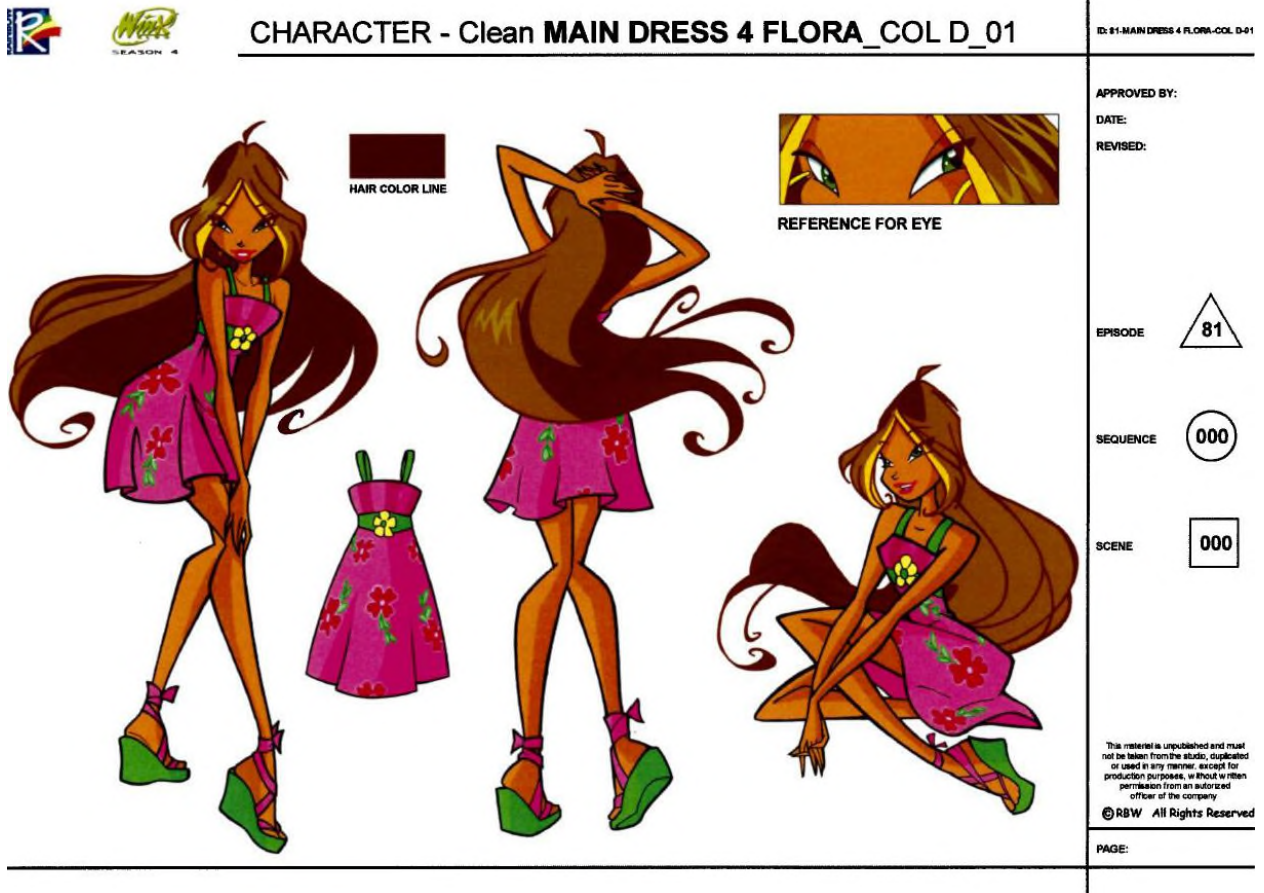
41. On information and belief, this character also appears in Defendants' Royale High game, as shown in the below screen shot (the character in the middle):



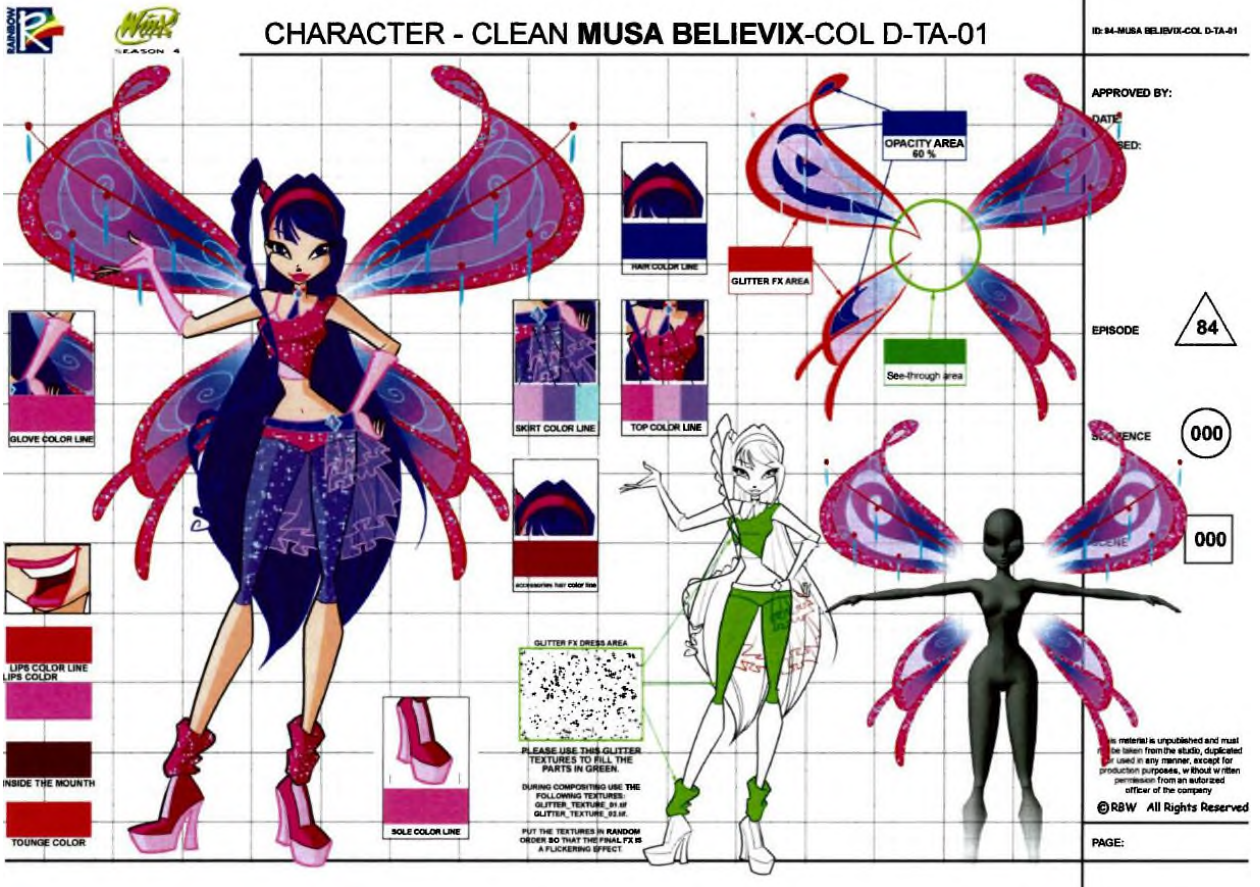
42. Furthermore, the first character (going from left to right) of the above screen shot of Defendants' Royale High game looks substantially, if not strikingly, similar to Rainbow's character FLORA which is covered by Rainbow's United States Copyright Registration No. VA0002426882. Below are the 2D images that relate to United States Copyright Registration No. VA0002426882:







43. Also, the second character (going from left to right) of the above screen shot from Defendants' Royale High game looks substantially, if not strikingly, similar to Rainbow's character MUSA which is covered by is covered by Rainbow's United States Copyright Registration No. VA0002426875. Below are the 2D images that relate to United States Copyright Registration No. VA0002426875:



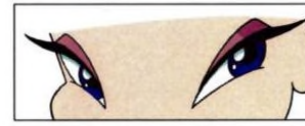


CHARACTER - Clean MAIN DRESS 4 MUSA_COL D_01

ID: 81-MAIN DRESS 4 MUSA_COL D_01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR



APPROVED BY:
DATE:
REVISED:

EPISODE

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SEQUENCE

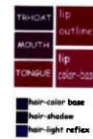
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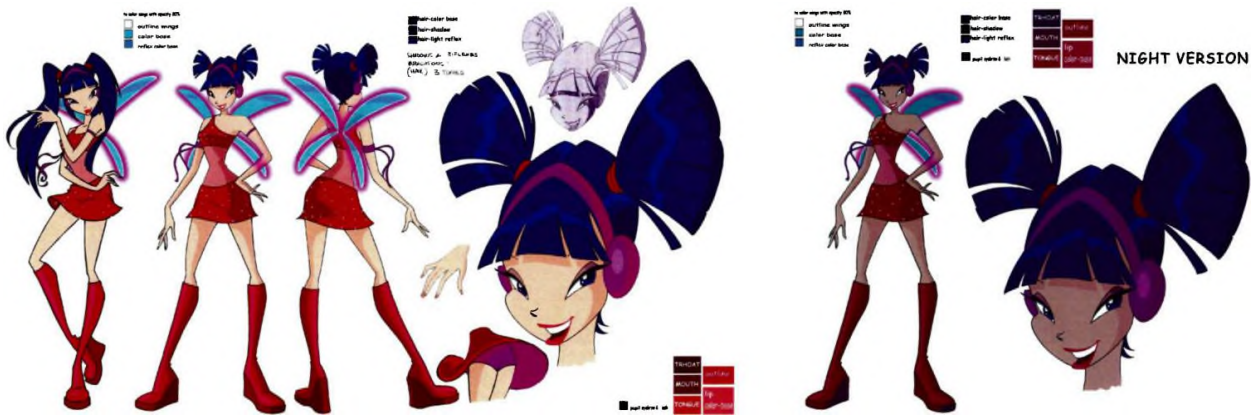
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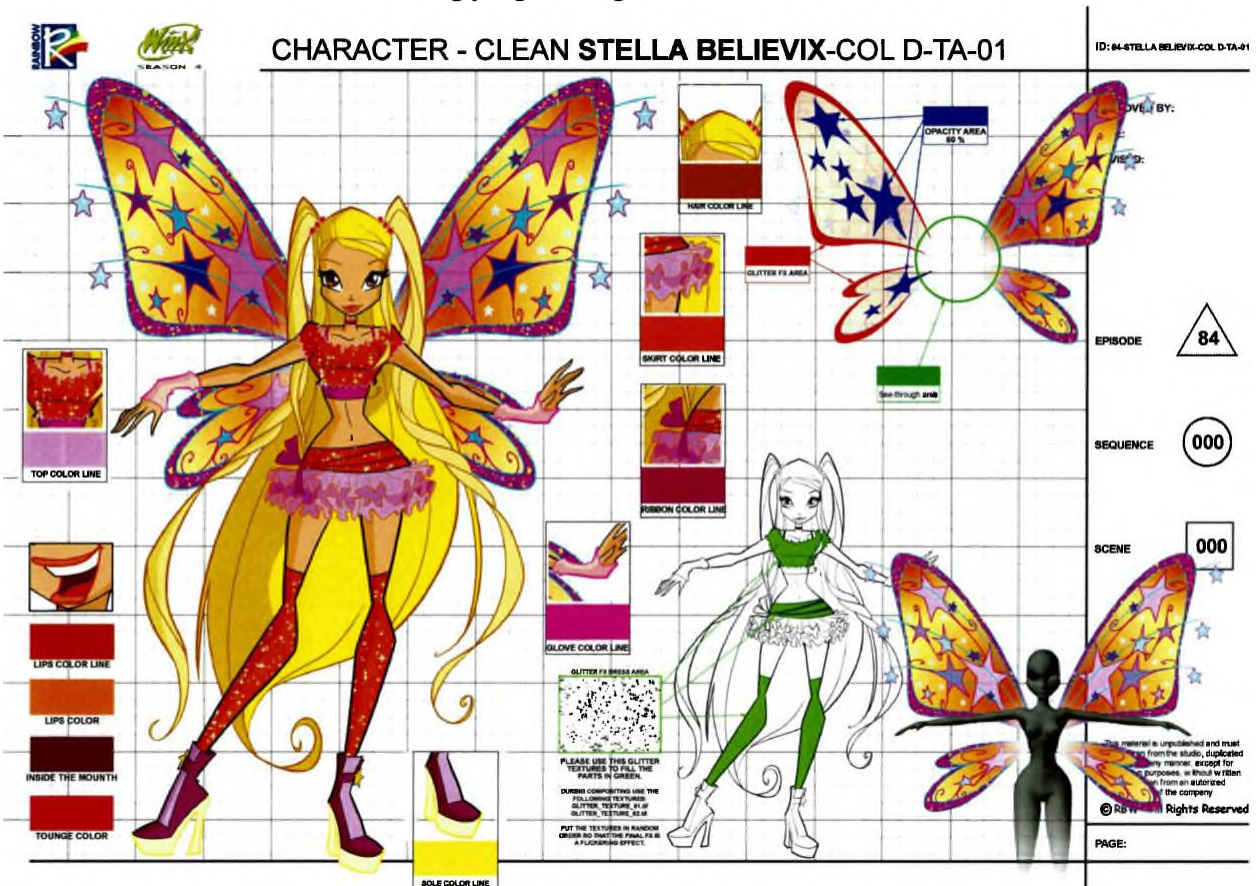


NIGHT VERSION





44. Moreover, the fourth character (going from left to right) of the above screen shot relating to Defendants' Royale High game looks substantially, if not strikingly, similar to Rainbow's character STELLA which is covered by Rainbow's United States Copyright Registration No. VA0002426870. Below are the 2D images that relate to United States Copyright Registration No. VA0002426870:





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CHARACTER - Clean **MAIN DRESS 4 STELLA**_COL D_01

ID: 81-MAIN DRESS 4 STELLA-COL D-01



APPROVED BY:
DATE:
REVISED:

EPISODE **81**

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1 45. Alfea College for Fairies is a high school in Rainbow's WINX CLUB
2 animated TV series. It is a magical school where fairies receive their education and
3 training in various magical disciplines. It appears in many videos covered by
4 Rainbow's United States Copyright Registrations owned by Rainbow.

5 46. For example, below is a screen shot from the video covered by
6 Rainbow's United States Copyright Registration No. PA0002520196 (Season 1,
7 Episode 2 of Rainbow's WINX CLUB animated TV series):



20 47. Below is a screen shot from the video covered by Rainbow's United
21 States Copyright Registration No. PA0002483054 (Season 7, Episode 1 of
22 Rainbow's WINX CLUB animated TV series):
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48. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002483044 (Season 7, Episode 6 of Rainbow's WINX CLUB animated TV series):



49. Below is a screen shot from the video covered by Rainbow's United

1 States Copyright Registration No. PA0002520196 (Season 1, Episode 1 of
2 Rainbow's WINX CLUB animated TV series):



14 50. Below is a screen shot from the video covered by Rainbow's United
15 States Copyright Registration No. PA0002483044 (Season 7, Episode 6 of
16 Rainbow's WINX CLUB animated TV series):



1 51. Below is a screen shot from the video covered by Rainbow's United
2 States Copyright Registration No. PA0002520199 (Season 2, Episode 3 of
3 Rainbow's WINX CLUB animated TV series):



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19 52. Below is a screen shot from the video covered by Rainbow's United
20 States Copyright Registration No. PA0002520199 (Season 2, Episode 11 of
21 Rainbow's WINX CLUB animated TV series):
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53. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520526 (Season 4, Episode 2 of Rainbow's WINX CLUB animated TV series):



54. On information and belief, Defendants' Royale High game includes, or did include, a substantially similar-looking high school, as shown in various screen shots below:







55. Season 7 of Rainbow's WINX CLUB animated TV series features a character STELLA who bears a set of very distinctive pink wings. This character appears in many videos covered by United States Copyright Registrations owned by Rainbow.

1 56. For example, below is screen shot from the opening scene of the video
2 covered by Rainbow's United States Copyright Registration No. PA0002483054
3 (Season 7, Episode 1 of Rainbow's WINX CLUB animated TV series):



16 57. Below is a screen shot from a video covered by Rainbow's United
17 States Copyright Registration No. PA0002483443 (Season 7, Episode 3 of
18 Rainbow's WINX CLUB animated TV series):

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58. Below is screen shot from a video covered by Rainbow's United States Copyright Registration No. PA0002483044 (Season 7, Episode 6 of Rainbow's WINX CLUB animated TV series):



59. Below is screen shot from a video covered by Rainbow's United States Copyright Registration No. PA0002483046 (Season 7, Episode 8 of Rainbow's WINX CLUB animated TV series):



60. Below is screen shot from a video covered by Rainbow's United States Copyright Registration No. PA0002483052 (Season 7, Episode 9 of Rainbow's WINX CLUB animated TV series):



61. Below is screen shot from a video covered by Rainbow's United States
Copyright Registration No. PA0002483049 (Season 7, Episode 11 of Rainbow's
WINX CLUB animated TV series):



62. Below are screen shots from a video covered by Rainbow's United
States Copyright Registration No. PA0002483045 (Season 7, Episode 13 of
Rainbow's WINX CLUB animated TV series):





63. On information and belief, Defendants' Royale High game features, or did feature, a substantially, if not strikingly, similar looking set of distinctive wings on a building at the high school, as shown in the below screen shots:









64. Rainbow owns United States Copyright Registration No. PA0002519640 which covers a video (season 6, episode 1 of Rainbow's WINX CLUB animated TV series).

65. A screen shot from the video is reproduced below.



1 66. On information and belief, Defendants directly copied that screenshot
2 and displayed it on a painting that appears in their Royale High game, as shown
3 below:



19 67. This is not only infringement of United States Copyright Registration
20 No. PA0002519640, but also infringement of Rainbow's United States Copyright
21 Registration Nos. VA0002426912, VA0002426889, and VA0002426867, which
22 cover the characters ORITEL, MARION and BLOOM, respectively, that appear in
23 the painting.

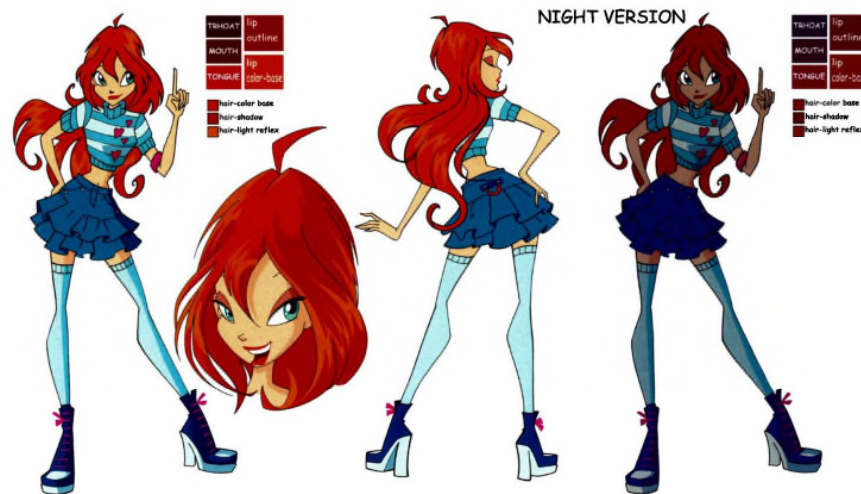
24 68. Below is the 2D image that relates to United States Copyright
25 Registration No. VA0002426912 for the character ORITEL:
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69. Below is the 2D image that relates to United States Copyright
Registration No. VA0002426889 for the character MARION:



70. And below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426867 for the character BLOOM:





CHARACTER - Clean MAIN DRESS 4 BLOOM_COL D_01

ID: 81-MAIN DRESS 4 BLOOM-COL D-01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR



APPROVED BY:
DATE:
REVISED:

EPISODE

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SEQUENCE

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SCENE

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PAGE:

to color wings with opacity 80%

outline wings
color base
reflex color base
color extremity



TRHOAT
MOUTH
TONGUE

lip
lip
color-base

pupil
eyebrow & lash

hair-color base
hair-shadow
hair-light reflex

to color wings with opacity 80%

outline wings
color base
reflex color base
color extremity



pupil
eyebrow & lash

hair-color base
hair-shadow
hair-light reflex

NIGHT VERSION

1 71. Rainbow owns United States Copyright Registration No.
2 PA0002520302 which covers a video (season 6, episode 15 of Rainbow's WINX
3 CLUB animated TV series).

4 72. A screen shot taken from the video is reproduced below.



18 73. Rainbow also owns United States Copyright Registration No.
19 PAu004255095 which covers a video (season 6, episode 19 of Rainbow's WINX
20 CLUB animated TV series).

21 74. A screen shot taken from the video is reproduced below.
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75. On information and belief, Defendants took that character (STELLA) and displayed her on paintings that appear in their Royale High game, as shown below:





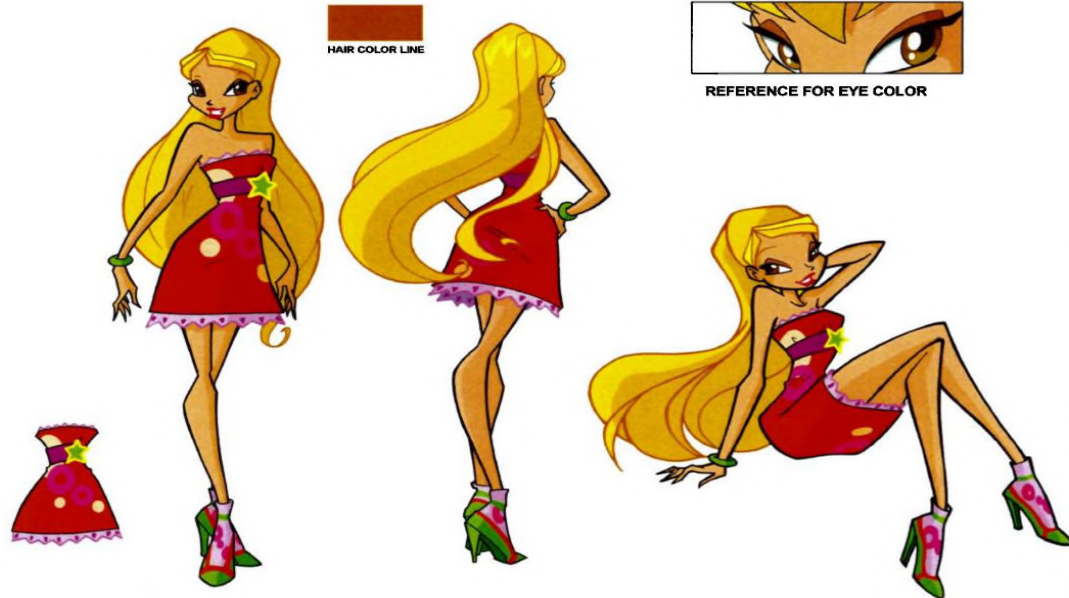




CHARACTER - Clean **MAIN DRESS 4 STELLA_COL D_01**

ID: 61-MAIN DRESS 4 STELLA_COL D-01

APPROVED BY:
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REVISED:



EPISODE **81**

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NIGHT VERSION

1 77. Rainbow owns United States Copyright Registration No.
2 PA0002520196 which covers a video (season 1, episode 1 of Rainbow's WINX
3 CLUB animated TV series).

4 78. A screen shot of the opening scene from the video is reproduced below.



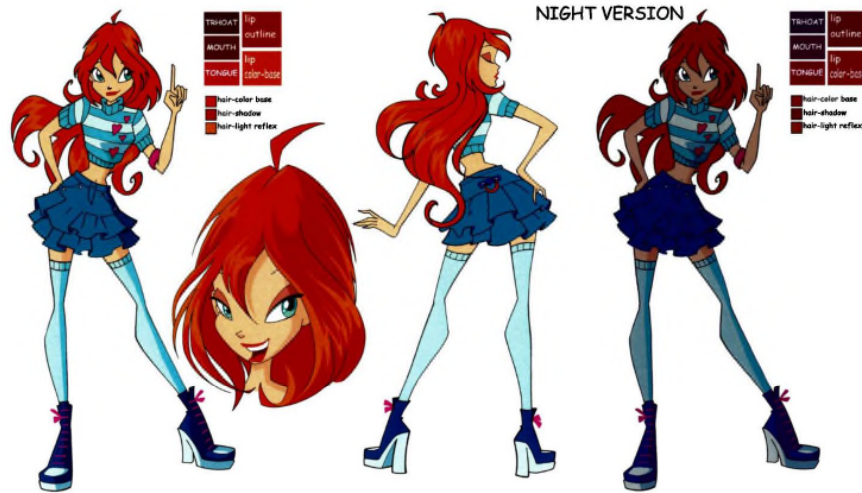
15 79. On information and belief, Defendants directly copied that screenshot
16 and displayed it on paintings that appear, or did appear, in their Royale High game,
17 as shown below:
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80. This is not only infringement of United States Copyright Registration No. PA0002520196, but also infringement of Rainbow's Copyright Registration No. VA0002426867 which covers the character BLOOM that appears in the painting. Below are the 2D images that relate to United States Copyright Registration No. VA0002426867:



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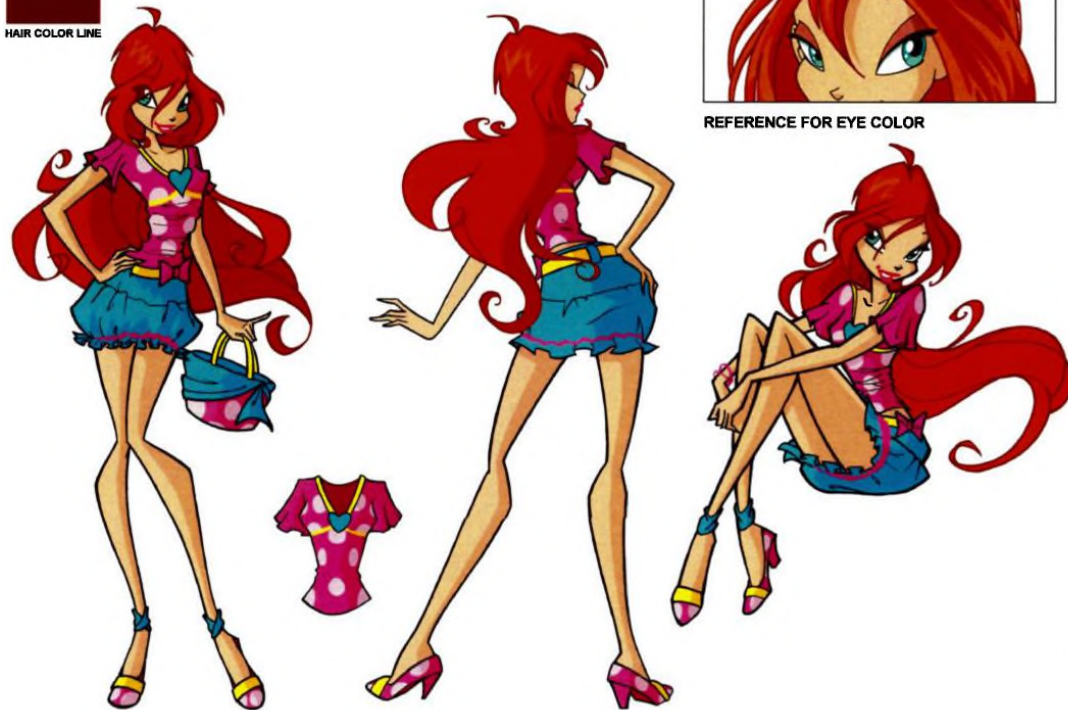


CHARACTER - Clean MAIN DRESS 4 BLOOM_COL D_01

ID: 91-MAIN DRESS 4 BLOOM-COL D-01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR

APPROVED BY:

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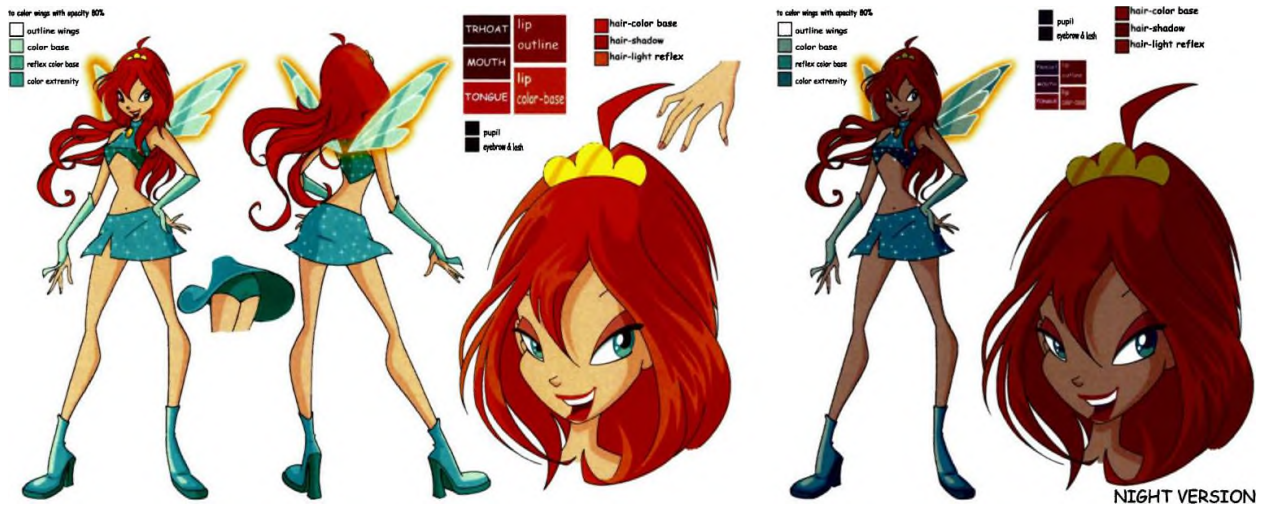
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81. Rainbow owns United States Copyright Registration No. PA0002520205 which covers a video (a movie called Winx Club-Magical Adventure).

82. A screen shot from the video is reproduced below:



83. On information and belief, Defendants directly copied that screenshot and displayed it on paintings that appear, or did appear, in their Royale High game, as shown below:



84. This is not only infringement of United States Copyright Registration No. PA0002520205, but also infringement of United States Copyright Registration Nos. VA0002426872 and VA0002426867 which cover the characters BRANDON and BLOOM, respectively, that appear in the painting. Below are the 2D images that relate to Copyright Registration Nos. VA0002426872 and VA0002426867.

85. Below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426872 for the character BRANDON:





CHARACTER - CLEAN BRANDON MAIN DRESS 4-COL D-01

ID: 84-BRANDON MAIN DRESS 4-COL D-01



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CHARACTER - Clean BRANDON_COL D_01

ID: 00-BRANDON-COL D-01



hair-color base
hair-shadow
hair-light reflex

EPISODE **00**

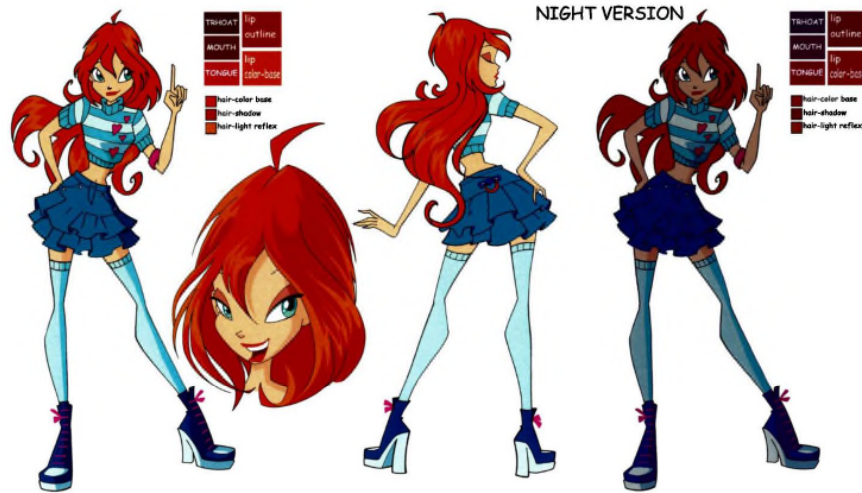
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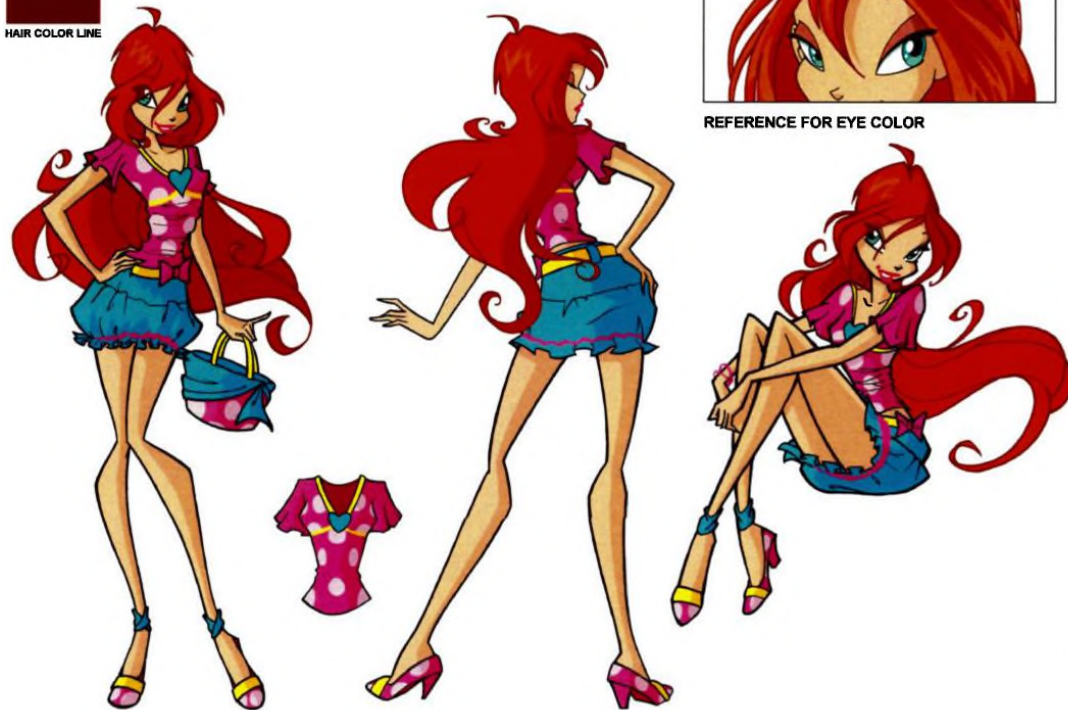


CHARACTER - Clean MAIN DRESS 4 BLOOM_COL D_01

ID: 91-MAIN DRESS 4 BLOOM-COL D-01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR

APPROVED BY:

DATE:

REVISED:

EPISODE

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SEQUENCE

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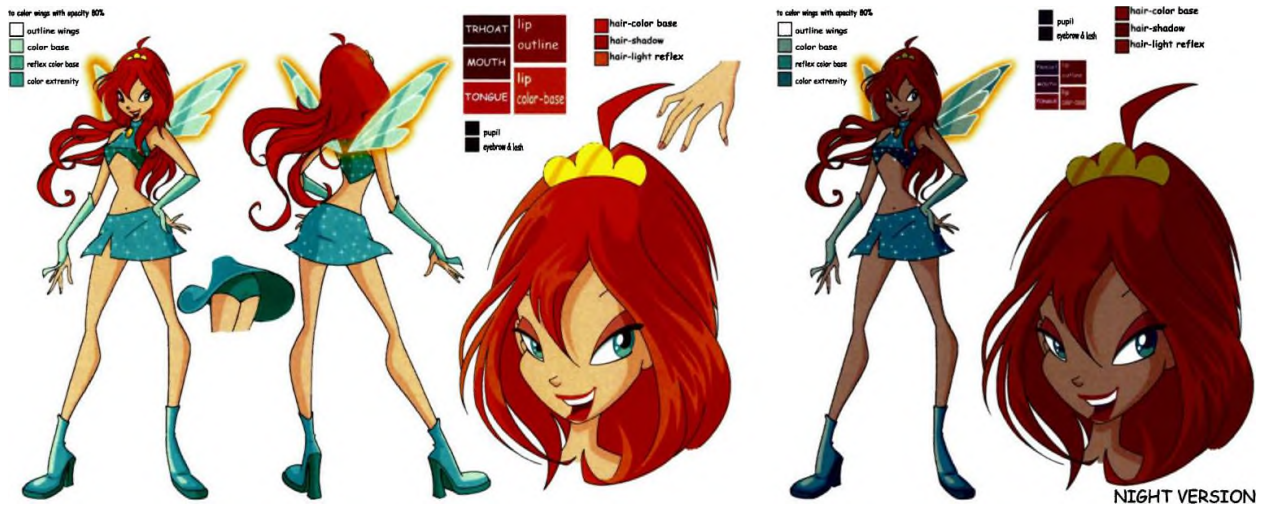
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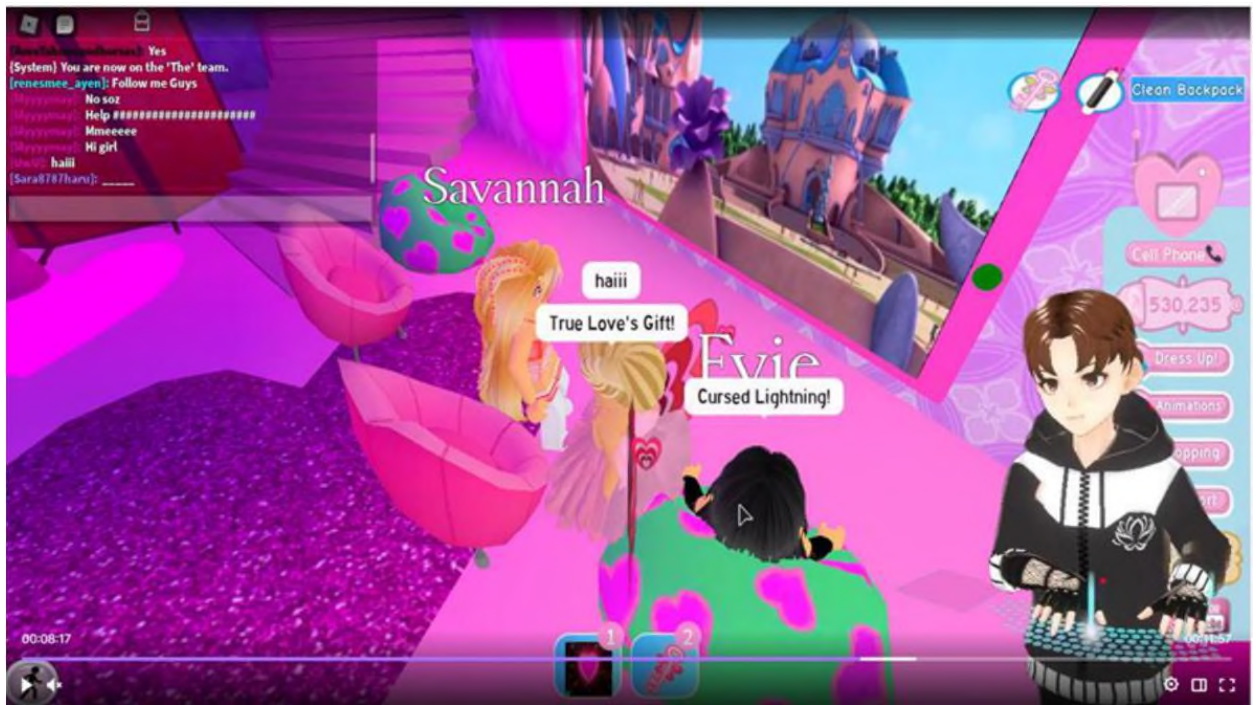
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87. Another screen shot taken from the video relating to United States Copyright Registration No. PA0002520205 is reproduced below.



88. On information and belief, Defendants took that screen shot and displayed a substantially similar, if not striking similar, version of it on a painting that appears, or did appear, in their Royale High game, as shown below:



89. Another screen shot taken from the video that relates to United States Copyright Registration No. PA0002520205 is reproduced below.



90. On information and belief, Defendants took that screen shot and displayed a substantially, if not strikingly similar looking version of it on a poster taped to a wall in their Royale High game, as shown below:



1 91. Rainbow owns United States Copyright Registration No.
2 PA0002520196 which covers a video (season 1, episode 17 of Rainbow's WINX
3 CLUB animated TV series).

4 92. A screen shot from the video is reproduced below:



20 93. On information and belief, Defendants directly copied that screenshot
21 and displayed it on a painting that appears, or did appear, in their Royale High game,
22 as shown below:
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94. This is not only infringement of United States Copyright Registration No. PA0002520196, but also infringement of United States Copyright Registration Nos. VA0002426881 and VA0002426872 which cover the characters SKY and BRANDON, respectively, that appear in the painting.

95. Below are the 2D images that relate to United States Copyright Registration No. VA0002426881 for the character SKY:



CHARATER - Clean SKY CASUAL NEW HAIR_COL D_01

ID: 84-SKY CASUAL NEW HAIR_COL D-01



hair-color base
hair-shadow
hair-light reflex
hair-color line

REFERENCE COLOR



REFERENCE COLOR



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RE-USE FROM EPISODE: 00

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CHARACTER - Rough SKY MAIN DRESS 4COL D-01

ID: 84-SKY MAIN DRESS 4-COL D-01



hair color line



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CARACTER - Clean SKY_COL D_01

ID: 00-SKY-COL D-01



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96. And below are the 2D images that relate to United States Copyright Registration No. VA0002426872 for the character BRANDON:



CHARACTER - CLEAN BRANDON MAIN DRESS 4-COL D-01

ID: 84-BRANDON MAIN DRESS 4-COL D-01

APPROVED BY:
DATE:
REVISED:



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SCENE **000**

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97. Rainbow owns United States Copyright Registration Nos. VA0002426870, VA0002424966 and VA0002426875 which covers the characters STELLA, TECNA and MUSA, respectively, of Rainbow's WINX CLUB animated TV series.

98. Below are the 2D images that relate to these copyright registrations.

99. Specifically, below are the 2D images that relate to United States Copyright Registration No. VA0002426870:





CHARACTER - Clean MAIN DRESS 4 STELLA_COL D_01

ID: 81-MAIN DRESS 4 STELLA-COL D-01



APPROVED BY:
DATE:
REVISED:

EPISODE 81

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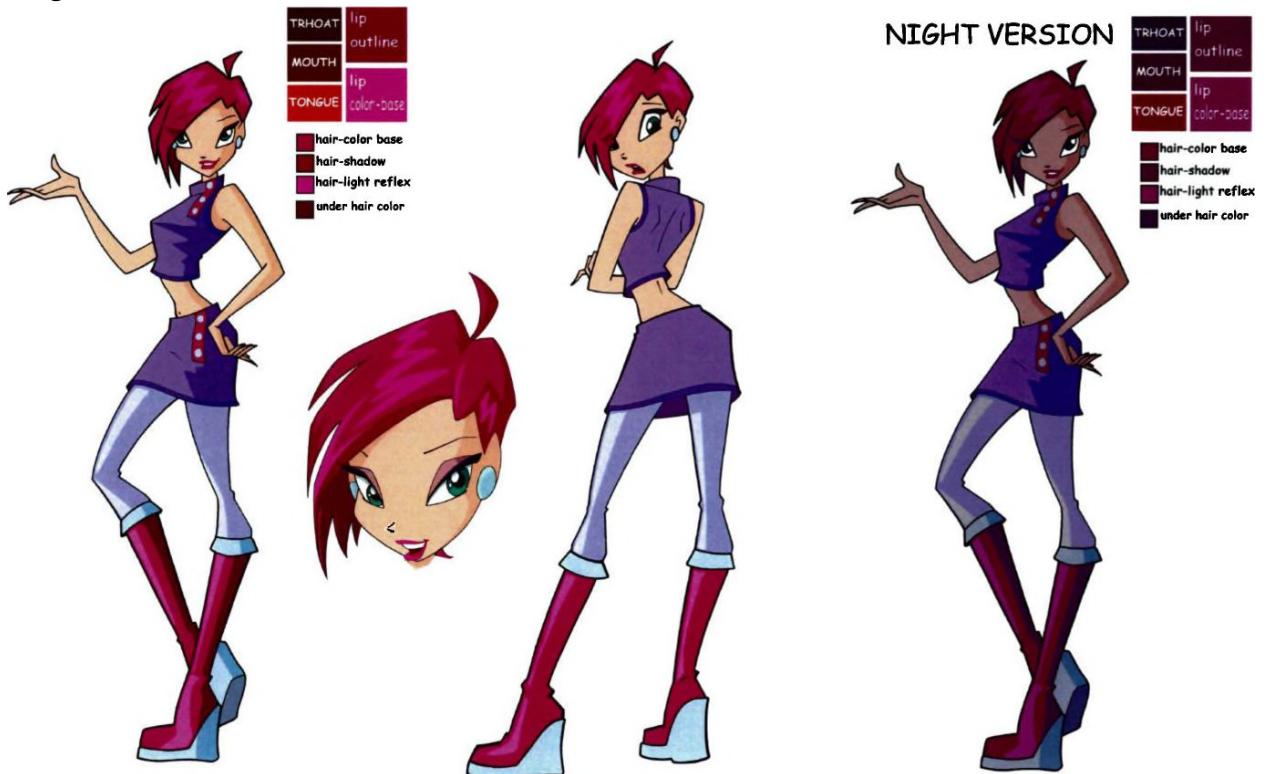
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100. Below are the 2D images that relate to United States Copyright Registration No. VA0002424966 for the character TECNA:



ID: 81-MAIN DRESS 4 TECNA-COL D-01



REFERENCE FOR EYE COLOR

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ID: B4-TECNA BELIEVIX-COL D-TA-01



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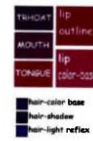
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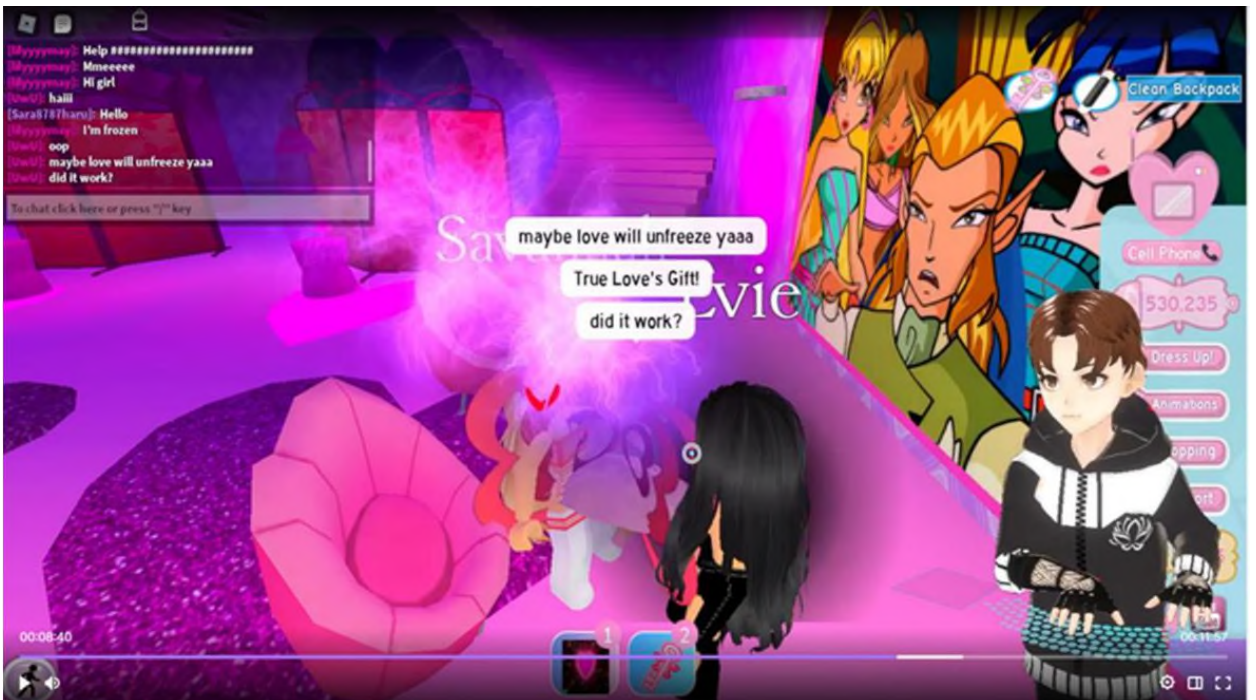




NIGHT VERSION



1 102. On information and belief, Defendants infringed Rainbow's copyrights
2 as shown in these registrations by displaying the characters on paintings that appear,
3 or did appear, in their Royale High game, as shown below:



1 103. Rainbow owns United States Copyright Registration No.
2 VA0002426883 which covers the character AISHA'S BUNNY PET of Rainbow's
3 WINX CLUB animated TV series.

4 104. Below is the 2D image that relates to United States Copyright
5 Registration No. VA0002426883:
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25 105. On information and belief, Defendants infringed Rainbow's copyrights
26 protected by this registration by displaying the character on a painting that appears,
27 or did appear, in their Royale High game, as shown below:
28



106. Rainbow owns United States Copyright Registration No. PA0002519443 which covers a video (season 5, episode 15 of Rainbow's WINX CLUB animated TV series).

107. A screen shot from the video is reproduced below:



1 108. On information and belief, Defendants directly copied that screenshot
2 and displayed it on a painting that appears, or did appear, in their Royale High game,
3 as shown below:



14 THE REAL REASON Enchantix High Is getting removed in Royale High

15 109. Rainbow owns United States Copyright Registration No.
16 PA0002519639 which covers a video (season 5, episode 23 of Rainbow's WINX
17 CLUB animated TV series).

18 110. A screen shot from the video is reproduced below:



111. On information and belief, Defendants directly copied that screenshot and displayed it on a painting that appears, or did appear, in their Royale High game, as shown below:



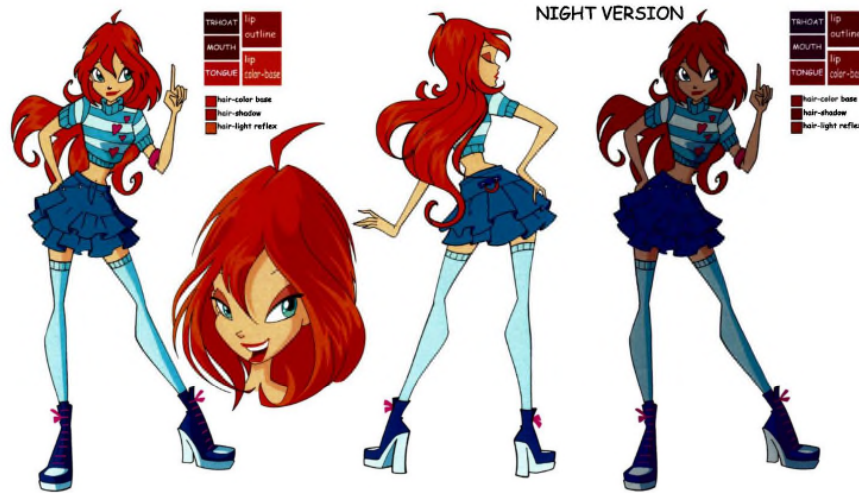
THE REAL REASON Enchantix High Is getting removed in Royale High

112. This is not only infringement of United States Copyright Registration No. PA0002519639, but also infringement of United States Copyright Registration Nos. VA0002426867 and VA0002426870 which cover the characters BLOOM and STELLA, respectively, that appear in the painting.

113. Below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426867:



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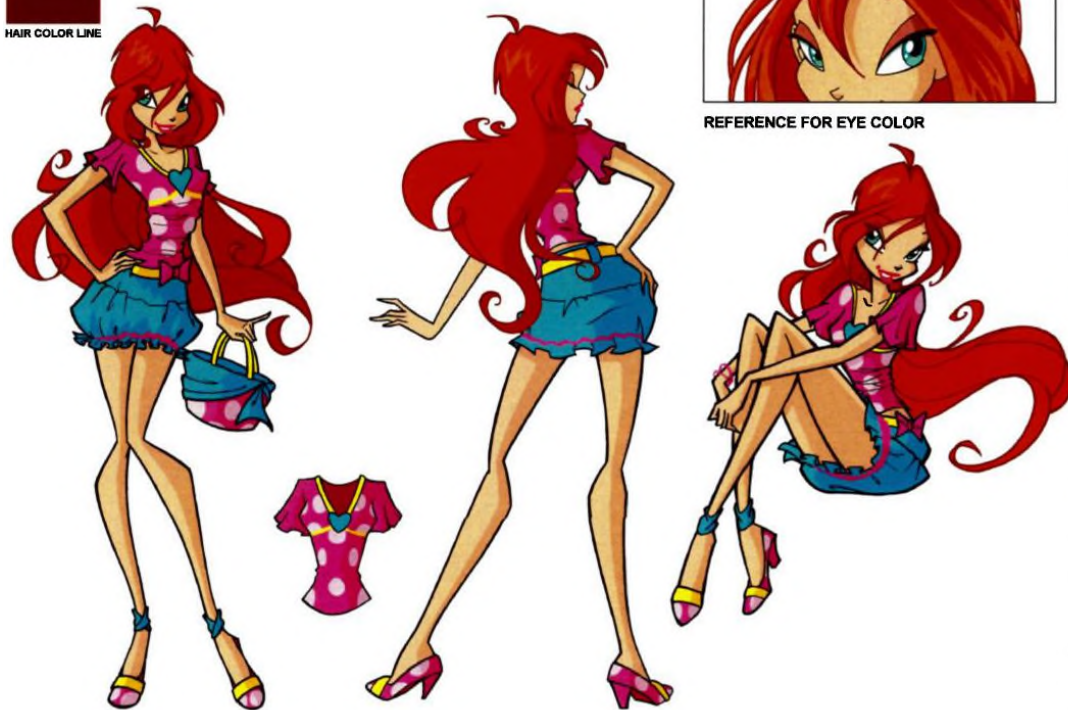


CHARACTER - Clean MAIN DRESS 4 BLOOM_COL D_01

ID: 91-MAIN DRESS 4 BLOOM-COL D-01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR

APPROVED BY:

DATE:

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114. And below are the 2D images that relate to United States Copyright Registration No. VA0002426870:





CHARACTER - Clean **MAIN DRESS 4 STELLA**_COL D_01

ID: 81-MAIN DRESS 4 STELLA-COL D-01

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1 115. Rainbow owns United States Copyright Registration No.
2 PAu004254741 which covers a video (season 6, episode 3 of Rainbow's WINX
3 CLUB animated TV series).

4 116. A screen shot from the video is reproduced below:



15 117. On information and belief, Defendants directly copied that screenshot
16 and displayed it on a painting that appears, or did appear, in their Royale High game,
17 as shown below:







CHARACTER - Clean **MAIN DRESS 4 STELLA**_COL D_01

ID: 81-MAIN DRESS 4 STELLA-COL D-01

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1 119. Rainbow owns United States Copyright Registration Nos.
2 PA0002519640 and PAu004255086 which cover videos (season 6, episode 1 and
3 season 6, episode 26, respectively, of Rainbow's WINX CLUB animated TV series).

4 120. Screen shots taken from the videos are reproduced below.



1 121. On information and belief, a substantially, if not strikingly similar
2 looking image is displayed on a painting that appears, or did appear, in Defendants'
3 Royale High game, as shown below:



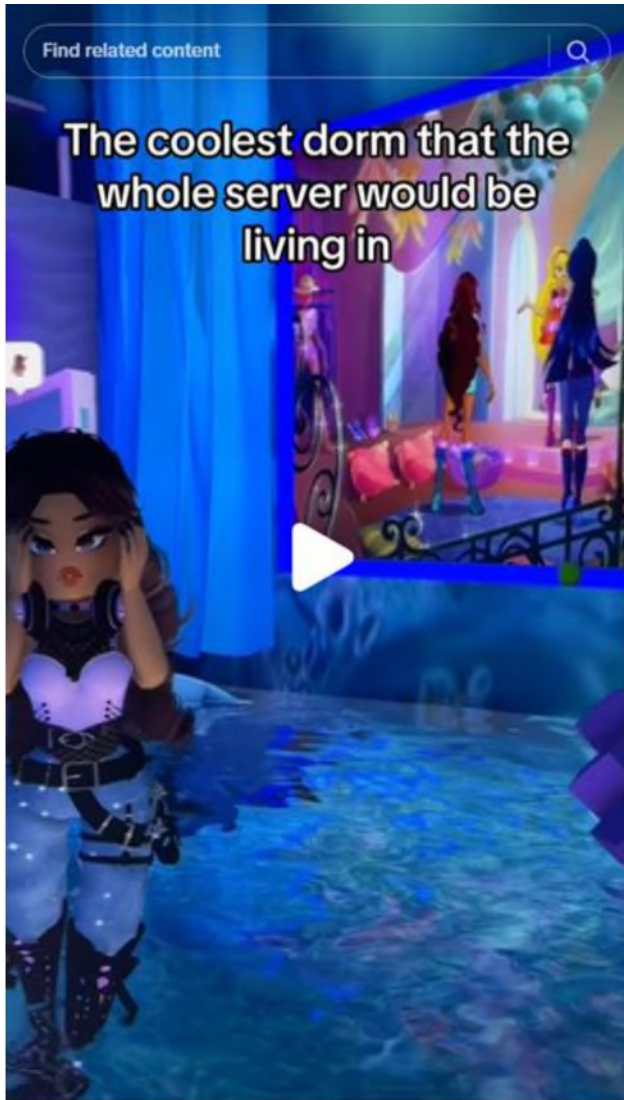
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21 122. Rainbow owns United States Copyright Registration No.
22 PAu004254743 which covers a video (season 6, episode 2 of Rainbow's WINX
23 CLUB animated TV series).

24 123. A screen shot from the video is reproduced below:
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124. On information and belief, Defendants directly copied that screenshot and displayed it on paintings that appear, or did appear, in their Royale High game, as shown below:





125. Rainbow owns United States Copyright Registration No. PA0002520526 which covers a video (season 4, episode 3 of Rainbow's WINX CLUB animated TV series).

126. A screen shot from the video is reproduced below:



127. On information and belief, Defendants directly copied that screenshot and displayed it on paintings that appear, or did appear, in their Royale High game, as shown below:

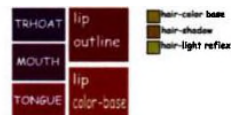
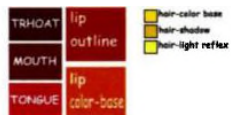




128. This is not only infringement of United States Copyright Registration No. PA0002520520, but also infringement of United States Copyright Registration No. VA0002426870 which covers the character STELLA that appears in the painting. Below are the 2D images that relate to United States Copyright Registration No. VA0002426870:



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NIGHT VERSION



CHARACTER - Clean MAIN DRESS 4 STELLA_COL D_01

ID: 81-MAIN DRESS 4 STELLA-COL D-01



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1 129. Rainbow owns United States Copyright Registration No.
2 PA0002519431 which covers a video (season 5, episode 18 of Rainbow's WINX
3 CLUB animated TV series).

4 130. A screen shot from the video is reproduced below (depicting the
5 characters BLOOM, AISHA and STELLA, said characters being covered by other
6 Rainbow copyright registrations discussed elsewhere herein):



18
19 131. On information and belief, Defendants directly copied that screenshot
20 and displayed it on a painting that appears, or did appear, in their Royale High game,
21 as shown below:
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1 132. Rainbow owns United States Copyright Registration No.
2 PA0002520300 which covers a video (season 6, episode 16 of Rainbow's WINX
3 CLUB animated TV series).

4 133. A screen shot from the video is reproduced below:



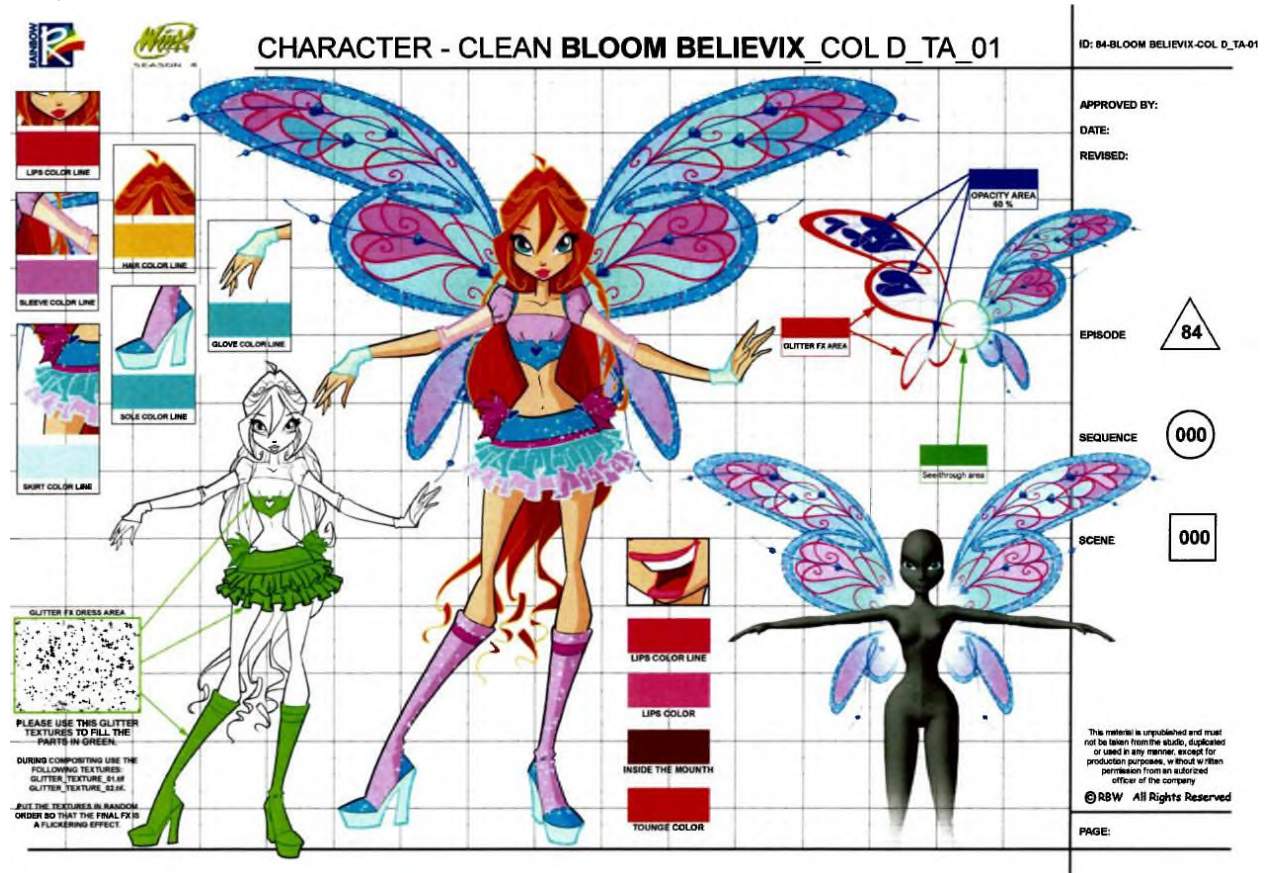
15 134. On information and belief, Defendants directly copied that screenshot
16 and displayed it on paintings that appear, or did appear, in their Royale High game,
17 as shown below:
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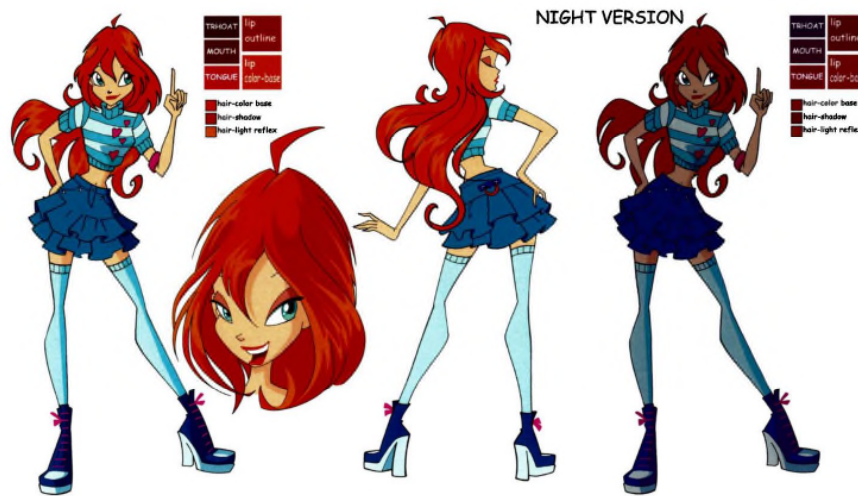


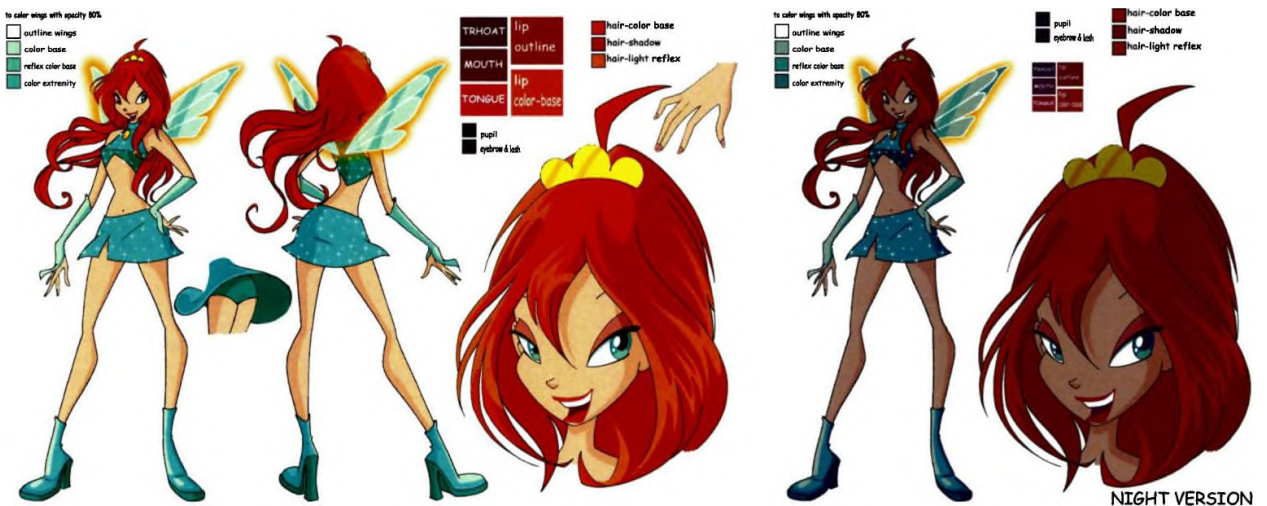
135. This is not only infringement of United States Copyright Registration

No. PA0002520300, but also infringement of United States Copyright Registration Nos. VA0002426867 and VA0002426875 which cover the characters BLOOM and MUSA, respectively, that appear in the painting.

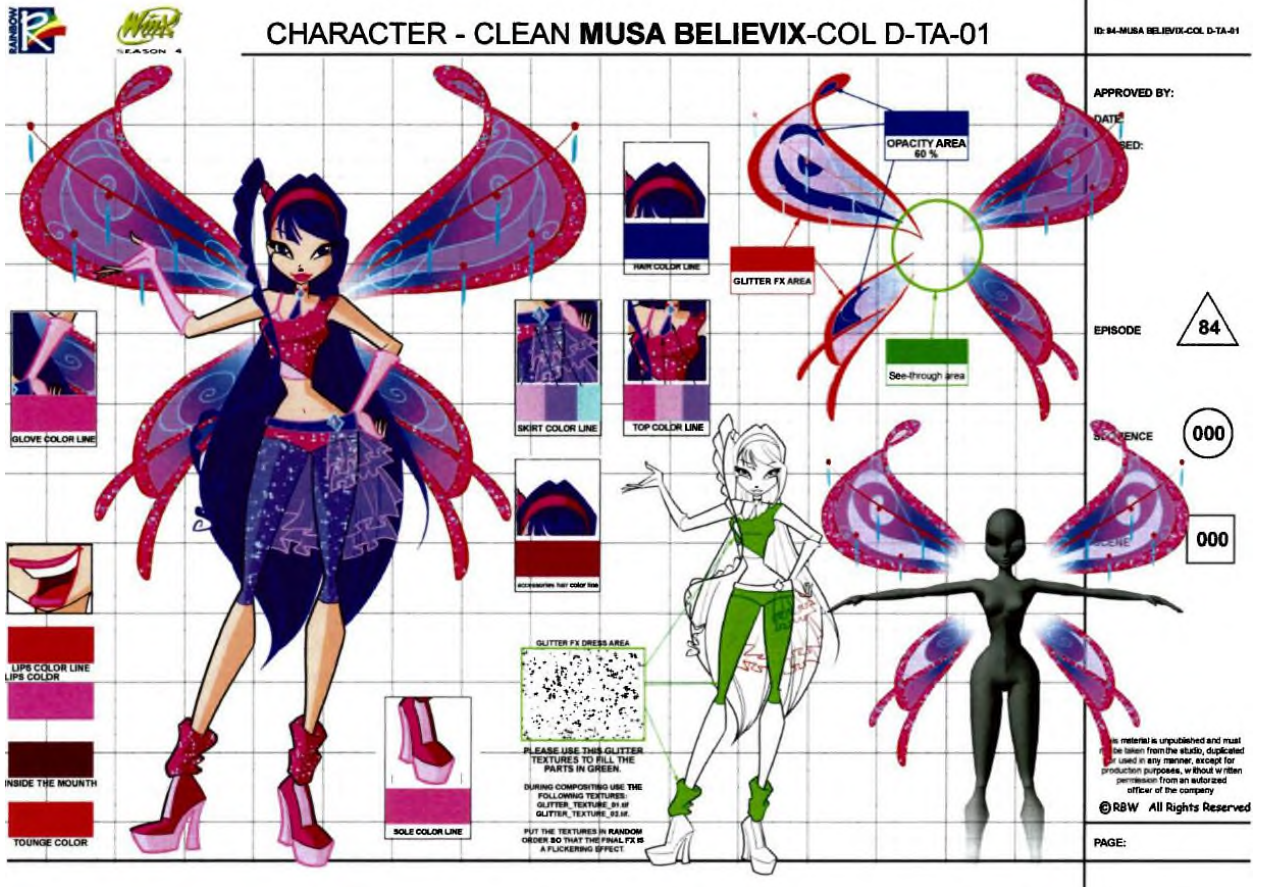
136. Below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426867:







137. And below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426875:



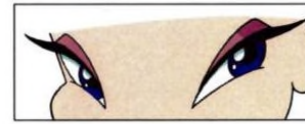


CHARACTER - Clean MAIN DRESS 4 MUSA_COL D_01

ID: 81-MAIN DRESS 4 MUSA-COL D-01



HAIR COLOR LINE



REFERENCE FOR EYE COLOR



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138. Rainbow owns United States Copyright Registration No. PA0002519811 which covers a video (season 6, episode 5 of Rainbow's WINX CLUB animated TV series).

139. A screen shot from the video is reproduced below:



1 140. On information and belief, Defendants directly copied that screenshot
2 and displayed it on paintings that appear, or did appear, in their Royale High game,
3 as shown below:





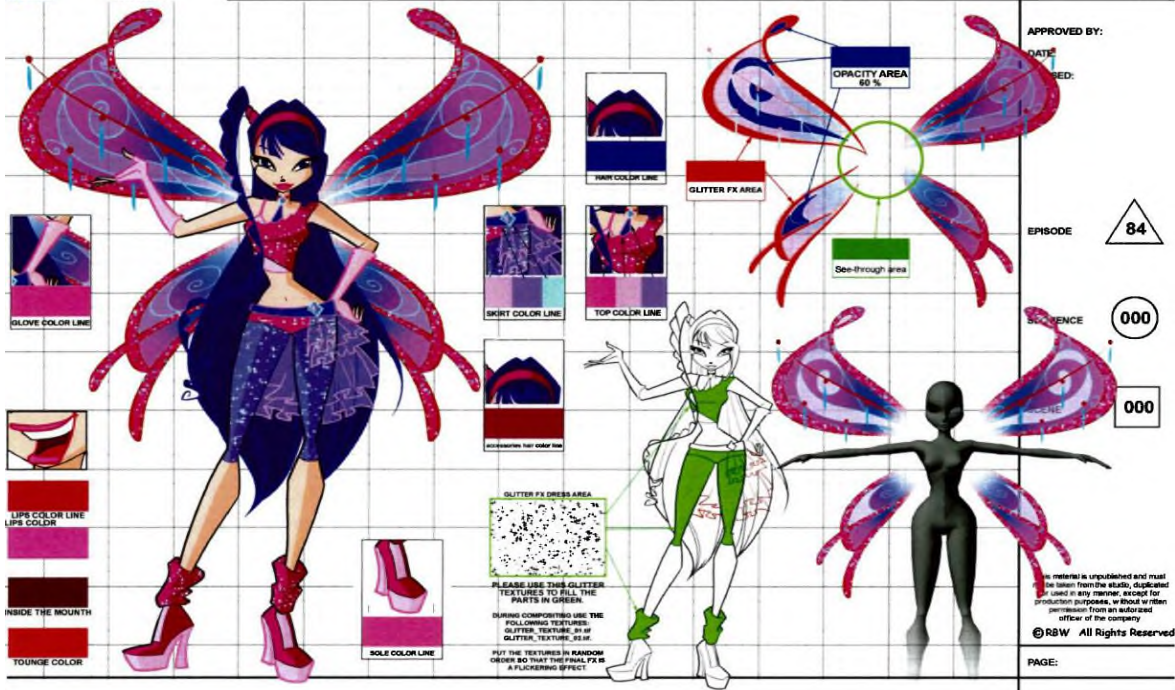
141. This is not only infringement of United States Copyright Registration No. PA0002519803, but also infringement of United States Copyright Registration Nos. VA0002426875 and VA0002424966 which cover the characters MUSA and TECNA, respectively, that appear in the painting.

142. Below are the 2D image deposits that relate to United States Copyright Registration No. VA0002426875:



CHARACTER - CLEAN **MUSA BELIEVIX**-COL D-TA-01

ID: 24-MUSA BELIEVIX-COL D-TA-01

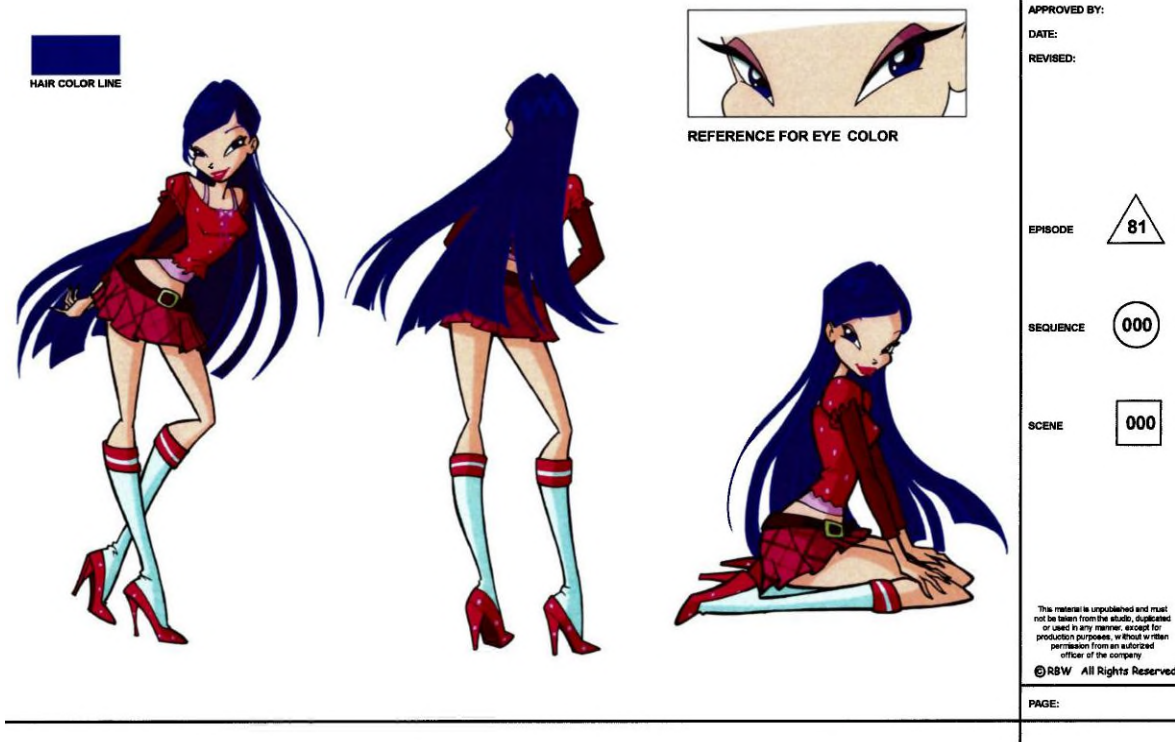


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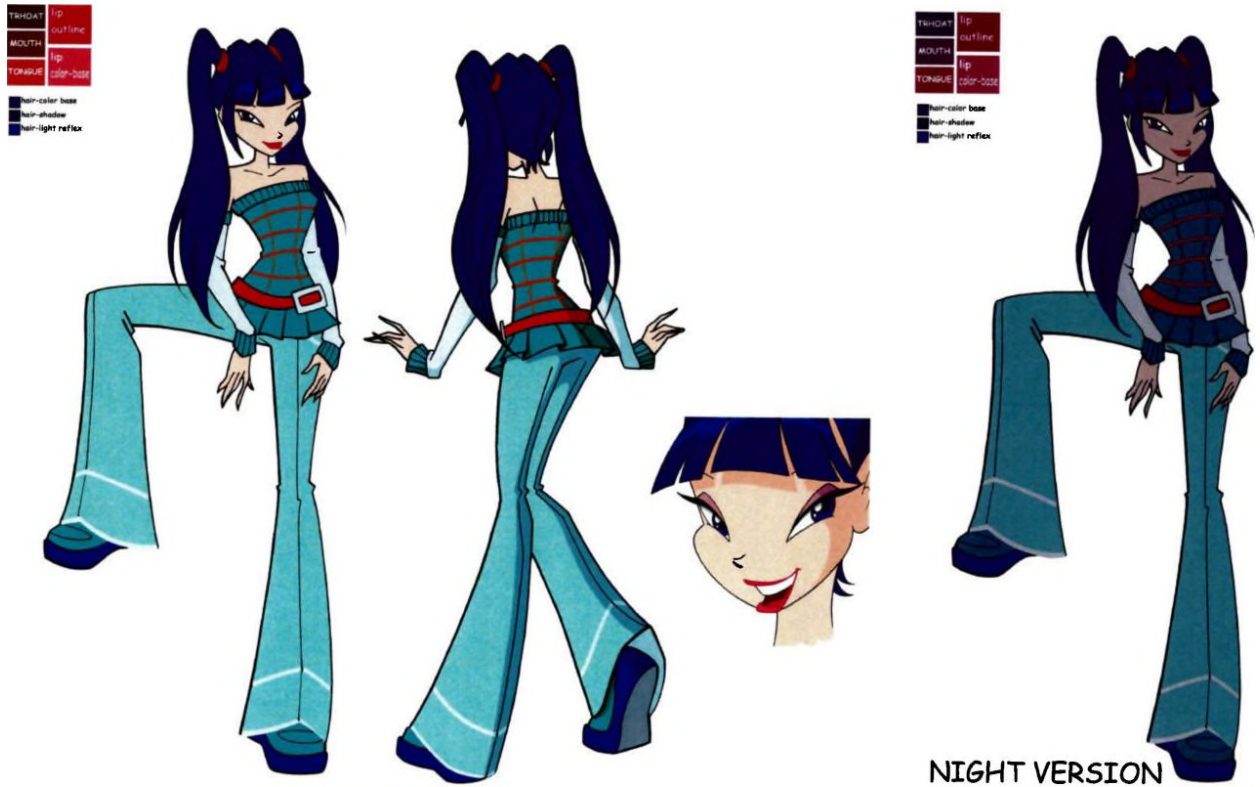


CHARACTER - Clean **MAIN DRESS 4 MUSA_COL D_01**

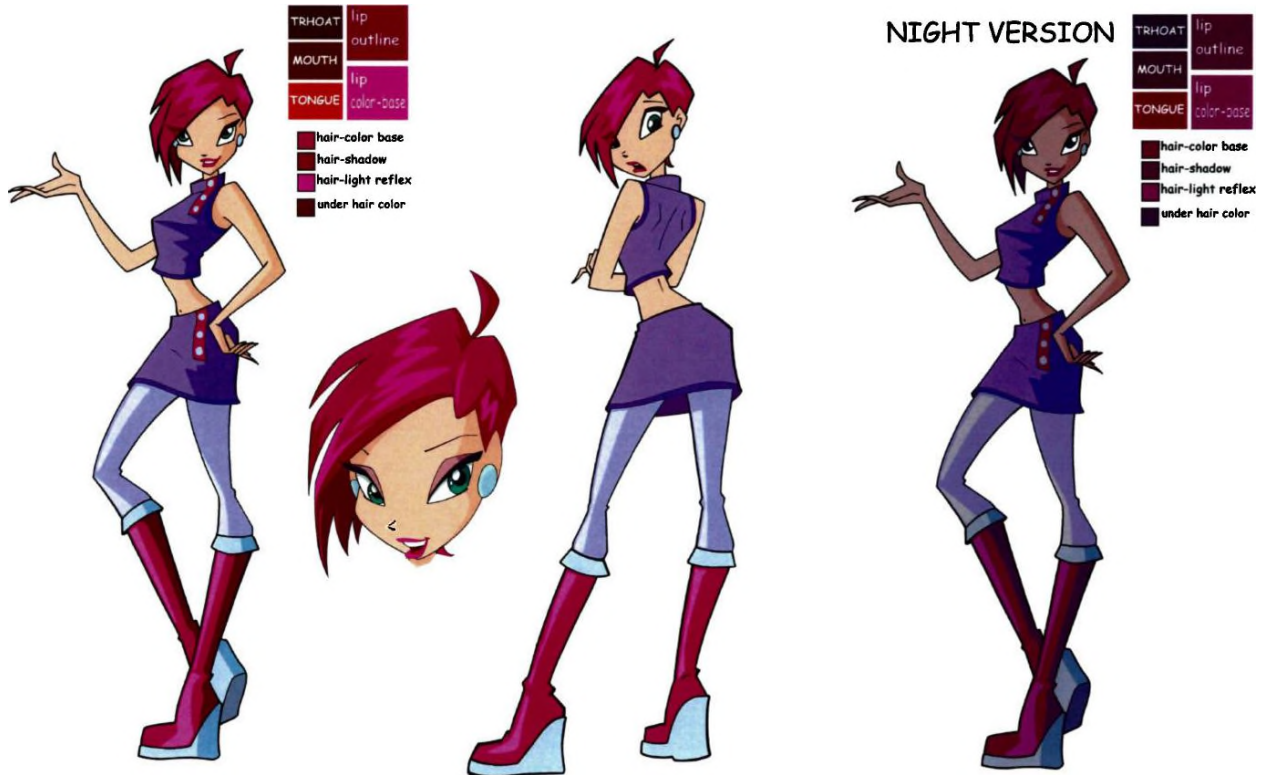
ID: 81-MAIN DRESS 4 MUSA-COL D-01



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143. And below are the 2D image deposits that relate to United States Copyright Registration No. VA0002424966:



CHARACTER - Clean MAIN DRESS 4 TECNA_COL D_01

ID: 81-MAIN DRESS 4 TECNA-COL D-01



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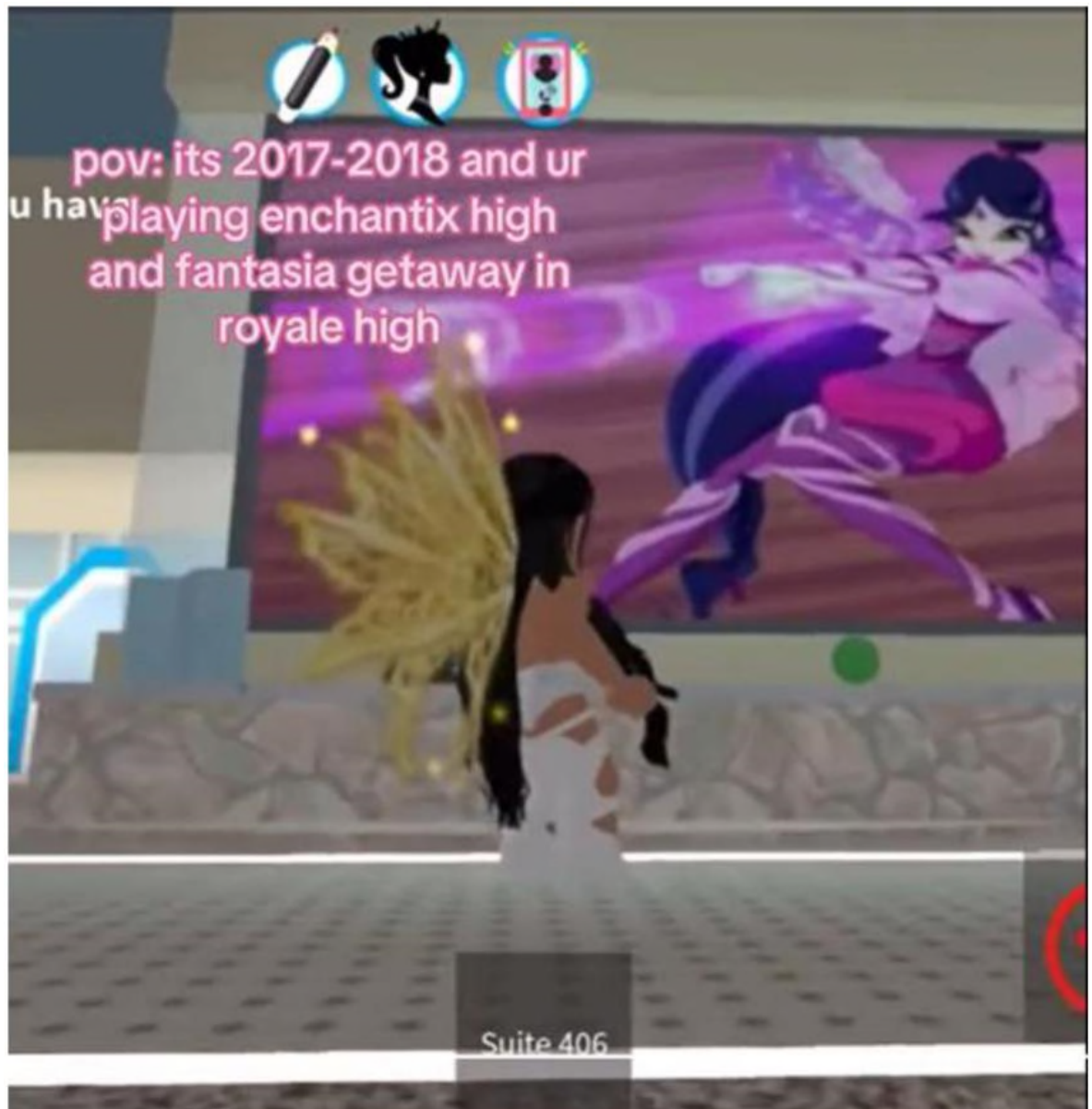


144. Rainbow owns United States Copyright Registration No. PA0002519811 which covers a video (season 6, episode 4 of Rainbow's WINX CLUB animated TV series).

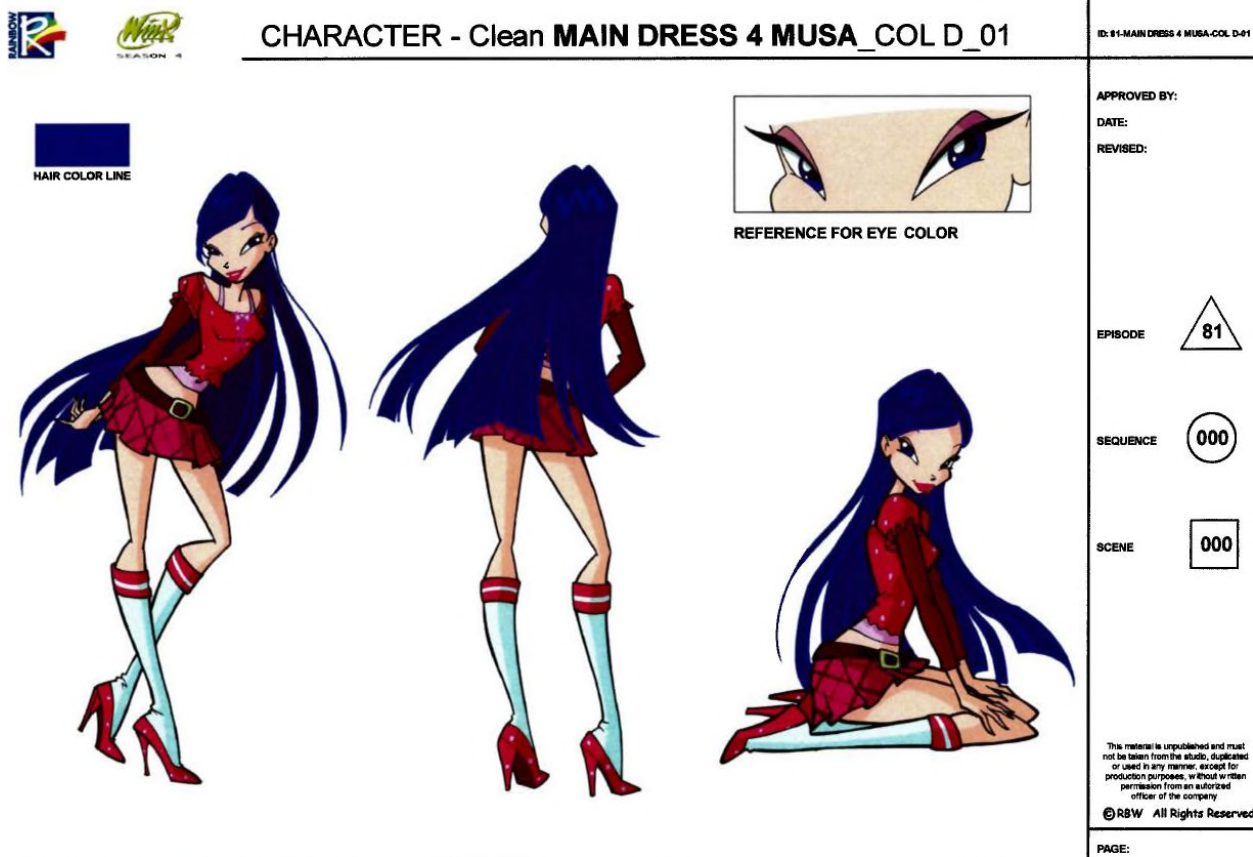
145. A screen shot from the video is reproduced below:

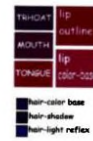


146. On information and belief, Defendants directly copied that screenshot and displayed it on a painting that appears, or did appear, in their Royale High game, as shown below:



147. This is not only infringement of United States Copyright Registration No. PA0002519811, but also infringement of United States Copyright Registration No. VA0002426875 which covers the character MUSA that appears in the painting. Below are the 2D images that relate to United States Copyright Registration No. VA0002426875:





1 148. Rainbow owns United States Copyright Registration No.
2 PA0002520520 which covers a video (season 3, episode 26 of Rainbow's WINX
3 CLUB animated TV series).

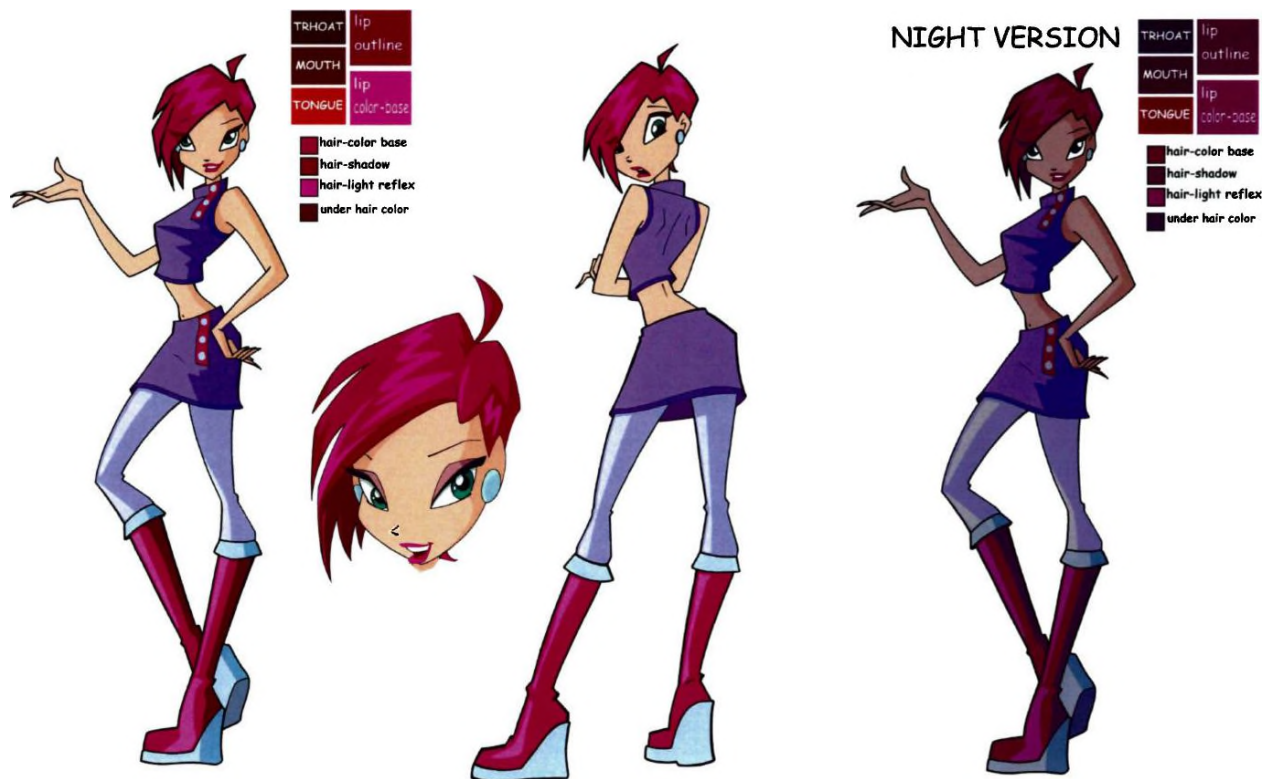
4 149. A screen shot from the video is reproduced below:



16 150. On information and belief, Defendants directly copied that screenshot
17 and displayed it on paintings that appear, or did appear, in their Royale High game,
18 as shown below:
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1 151. This is not only infringement of United States Copyright Registration
2 No. PA0002520526, but also infringement of United States Copyright Registration
3 No. VA0002424966 which covers the character TECNA that appears in the
4 paintings. Below are the 2D images that relate to Copyright Registration No.
5 VA0002424966:





CHARACTER - Clean MAIN DRESS 4 TECNA_COL D_01

ID: 81-MAIN DRESS 4 TECNA-COL D-01

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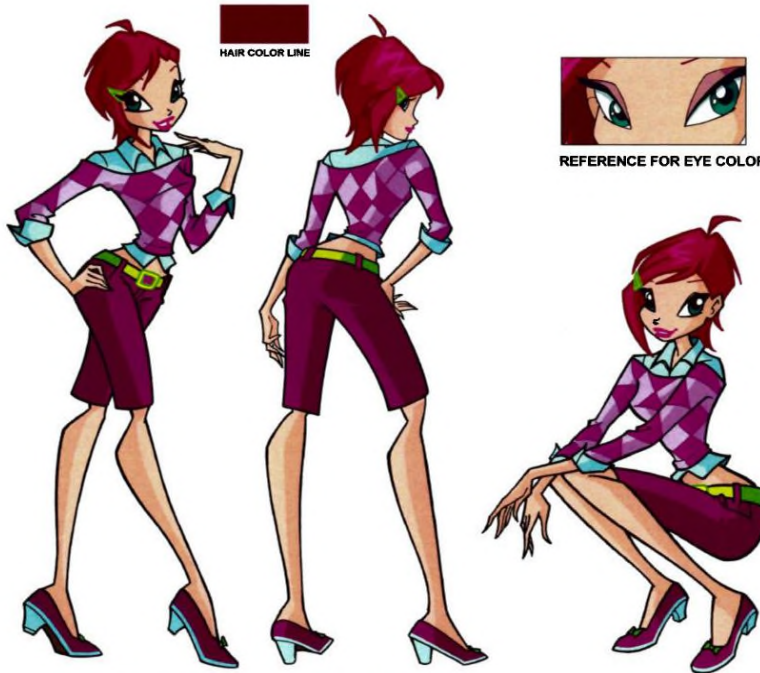
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CHARACTER - CLEAN TECNA BELIEVIX-COL D-TA-01

ID: 84-TECNA BELIEVIX-COL D-TA-01

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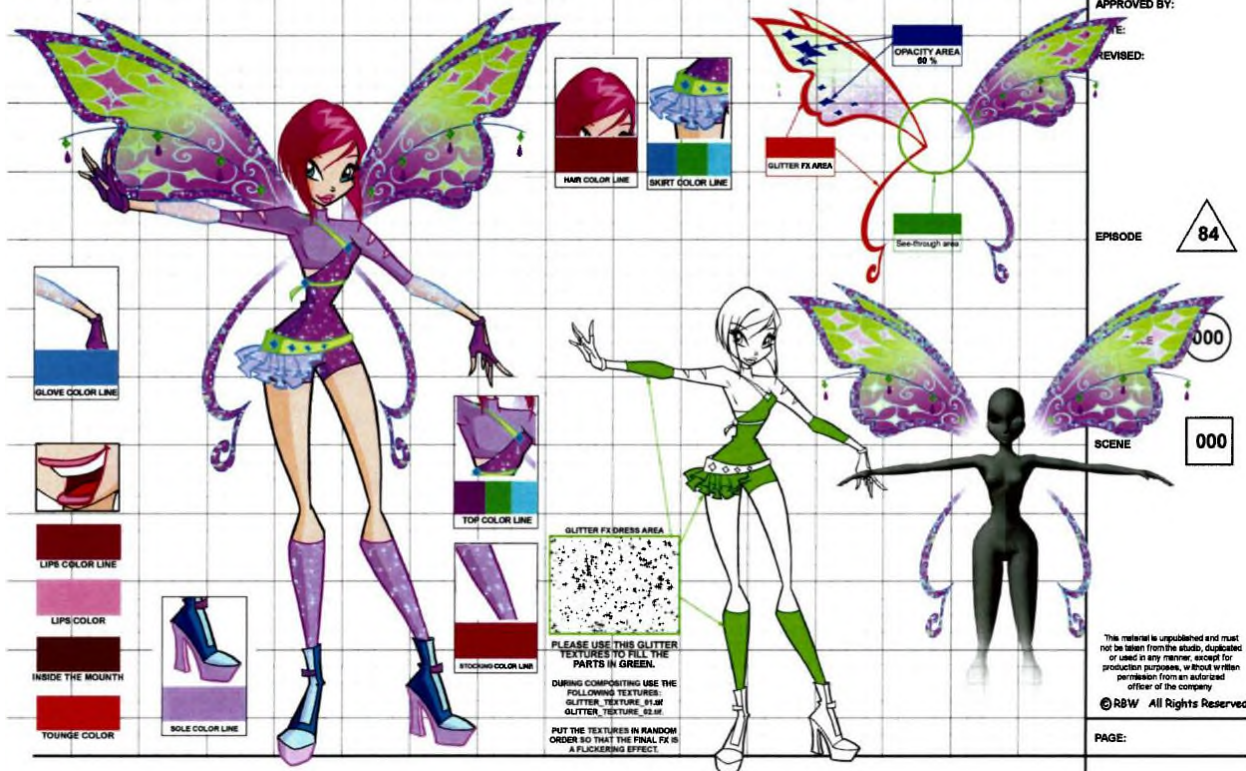
SCENE

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1 152. Rainbow owns United States Copyright Registration No.
2 PA0002520248 which covers a video (season 6, episode 6 of Rainbow's WINX
3 CLUB animated TV series).

4 153. A screen shot from the video is reproduced below (depicting the
5 characters FLORA, STELLA, AISHA, MUSA and TECNA, said characters being
6 covered by other United States copyright registrations, discussed elsewhere herein):



17 154. On information and belief, Defendants directly copied that screenshot
18 and displayed it on a painting that appears in their Royale High game, as shown
19 below:
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155. Rainbow owns United States Copyright Registration No. PA0002519639 which covers a video (season 5, episode 23 of Rainbow's WINX CLUB animated TV series).

156. A Screen shot taken from the video is reproduced below (depicting the characters AISHA, BLOOM, TECNA, FLORA and STELLA, said characters being covered by other United States copyright registrations, discussed elsewhere herein).



157. On information and belief, Defendants took that screen shot and

1 displayed a substantially similar, if not strikingly similar, image on a painting that
2 appears, or did appear, in their Royale High game, as shown below:



158. Rainbow owns United States Copyright Registration Nos. PA0002520270 which covers a video (season 7, episode 19 of Rainbow's WINX CLUB animated TV series).

159. Screen shots taken from the video are reproduced below.



160. On information and belief, Defendants took the ballroom from those screen shots and displayed it on paintings that appear, or did appear, in their Royale High game, as shown below:





161. Rainbow owns United States Copyright Registration No. PA0002520196 which covers a video (season 1, episode 2 of Rainbow's WINX CLUB animated TV series).

162. A screen shot taken from the video is reproduced below.



1 163. On information and belief, Defendants took the building from that
2 screen shot and displayed a substantially similar, if not striking similar, version of it
3 on a painting that appears, or did appear, in their Royale High game, as shown below,
4 as well as included the Winx Club character name “Alfea” on the painting:



16 164. Rainbow owns United States Copyright Registration No.
17 PA0002483049 which covers a video (season 7, episode 11 of Rainbow’s WINX
18 CLUB animated TV series).

19 165. A screen shot from the video is reproduced below (depicting the
20 character STELLA who is also covered by Rainbow’s United States Copyright
21 Registration No. VA0002426870 discussed elsewhere herein):
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166. On information and belief, Defendants directly copied that screenshot and displayed it on a painting that appears, or did appear, in their Royale High game, as shown below:



1 167. Rainbow owns United States Copyright Registration No.
2 PA0002519431 which covers a video (season 5, episode 18 of Rainbow's WINX
3 CLUB animated TV series).

4 168. A screen shot from the video is reproduced below (depicting the
5 characters BLOOM, AISHA and STELLA, said characters being covered by other
6 United States copyright registrations, discussed elsewhere herein):



16 169. On information and belief, Defendants directly copied that screenshot
17 and displayed it on a painting that appears, or did appear, in their Royale High game,
18 as shown below:



1 170. Rainbow owns United States Copyright Registration No.
2 PA0002519639 which covers a video (season 5, episode 23 of Rainbow's WINX
3 CLUB animated TV series).

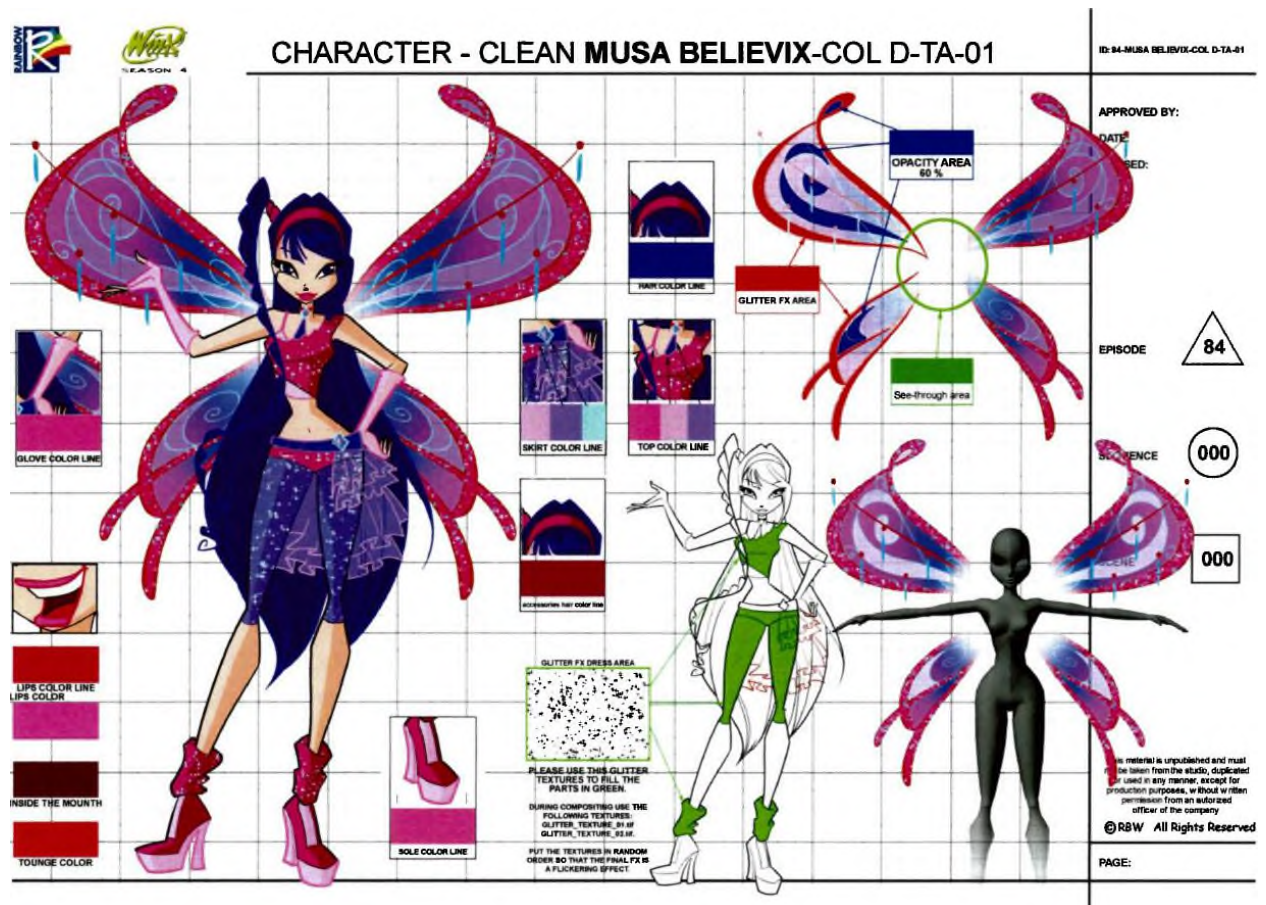
4 171. A screen shot from the video is reproduced below:



15 172. On information and belief, Defendants directly copied that screenshot
16 and displayed it on a painting that appears, or did appear, in their Royale High game,
17 as shown below:



174. Below are the 2d images that relate to United States Copyright Registration Nos. VA0002426875:





CHARACTER - Clean MAIN DRESS 4 MUSA_COL D_01

ID: 81-MAIN DRESS 4 MUSA_COL D-01



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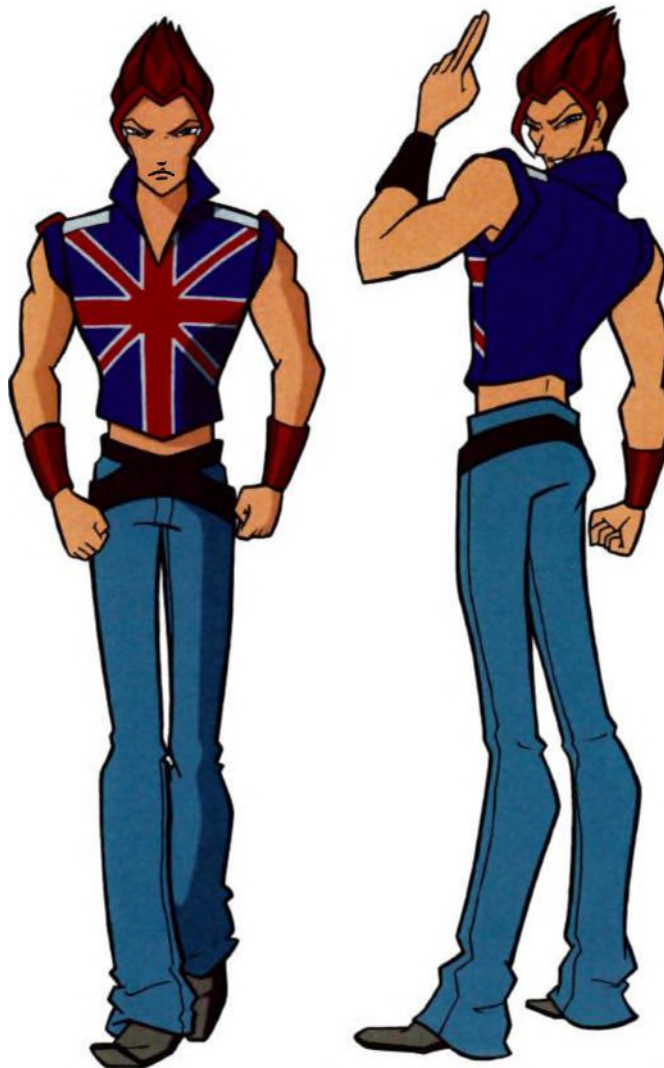


NIGHT VERSION



175. And below are the 2D images that relate to United States Copyright Registration No. VA0002426865:







CHARACTER - Clean RIVEN MAIN DRESS 4-COL D-01

ID: 84-RIVEN MAIN DRESS 4-COL D-01



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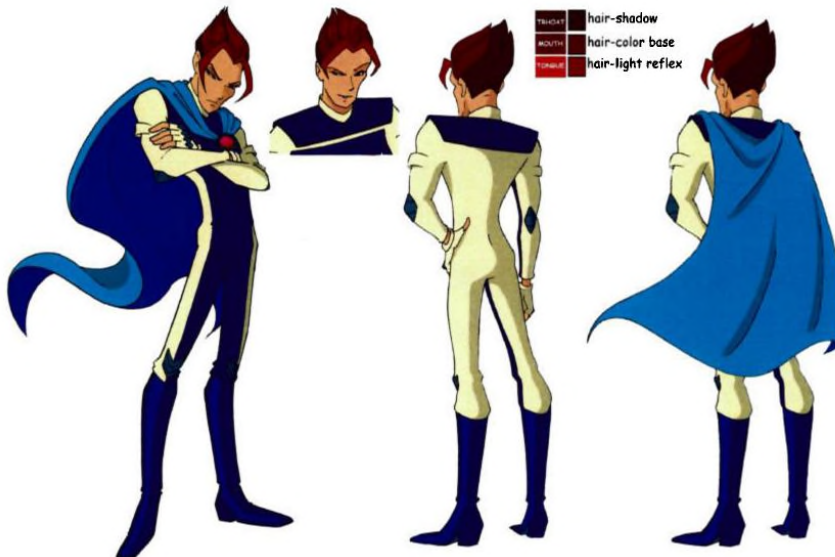
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CHARACTER - Clean RIVEN_COL D_01

ID: 00-RIVEN-COL D-01



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176. Rainbow owns United States Copyright Registration No. PA0002520526 which covers a video (season 4, episode 3 of Rainbow's WINX CLUB animated TV series).

177. Screen shots from the video are reproduced below:





178. On information and belief, Defendants took the building (called the “Love & Pet Shop” in the animated TV series) that appears in those screen shots and used a substantially, if not strikingly similar version of the building in their Royale High game as a pet adoption area, as shown below:



179. As shown above, there is a poster displayed in the window on the right. That poster displays, among other things, two characters from the WINX club animated TV series that are covered by United States copyright registrations owned by Rainbow. Specifically, it displays MUSA'S BEAR PET as pointed out below:



180. MUSA'S BEAR PET is covered by Rainbow's United States Copyright Registration No. VA0002426913. Below is the 2D image that relates to United States Copyright Registration No. VA0002426913:



181. The poster also displays AISHA'S BUNNY PET as pointed out below:



182. AISHA'S BUNNY PET is covered by Rainbow's United States Copyright Registration No. VA0002426883. Below is the 2D image that relates to United States Copyright Registration No. VA0002426883:



183. On information and belief, there is another poster displayed in the game as shown below which displays MUSA'S BEAR PET as pointed to below:



184. And AISHA'S BUNNY PET as pointed to below:



1 185. Again, MUSA'S BEAR PET is covered by Rainbow's United States
2 Copyright Registration No. VA0002426913 and AISHA'S BUNNY PET is covered
3 by Rainbow's United States Copyright Registration No. VA0002426883.

4 186. That poster also displays characters that appear in videos covered by
5 Rainbow's Copyright Registration Nos. PA0002520526 (Season 4, episode 3 of the
6 WINX club animated TV series) and PA0002520526 (Season 4, episode 4 of the
7 WINX club animated TV series). Screen shots taken from those videos are
8 reproduced below:



1 187. Rainbow owns United States Copyright Registration No.
2 PA0002519811 which covers a video (season 6, episode 4 of Rainbow's WINX
3 CLUB animated TV series).

4 188. A screen shot from the video is reproduced below:



16 189. As shown, that video features a blue bunny character called KIKO.

17 190. That blue bunny character also appears in other videos covered by
18 United States Copyright Registrations owned by Rainbow.

19 191. For example, below is a screen shot from Rainbow's United States
20 Copyright Registration No. PA0002483048 (season 7, episode 12 of Rainbow's
21 WINX CLUB animated TV series):
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192. Below is a screen shot from Rainbow's United States Copyright
Registration No. PA0002520526 (season 4, episode 17 of Rainbow's WINX CLUB
animated TV series):



193. Below is a screen shot from Rainbow's United States Copyright
Registration No. PA0002519449 (season 5, episode 1 of Rainbow's WINX CLUB
animated TV series):



194. And below is a screen shot from Rainbow's United States Copyright
Registration No. PA0002520257 (season 7, episode 25 of Rainbow's WINX CLUB
animated TV series):



1 195. On information and belief, Defendants infringed these registrations by
2 using a substantially, if not strikingly similar version of the blue bunny character in
3 its game, as shown below:



16 196. The Defendants' Royale High game has a scene where several
17 characters are seated at a long table. Many of the characters sitting at the table come
18 directly from Rainbow's WINX CLUB animated TV series.

19 197. Below goes through the characters from left to right, as they sit at the
20 table, using a yellow arrow to identify the character being discussed.

21 198. The first character, pointed to in the below screen shot from
22 Defendants' Royale High game:



is a pet character that appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is a screen shot from United States Copyright Registration No. PA0002483047 (season 7, episode 5 of Rainbow's WINX CLUB animated TV series):



1 199. Below is a screen shot from United States Copyright Registration No.
2 PA0002483044 (season 7, episode 6 of Rainbow's WINX CLUB animated TV
3 series):



15 200. Below is a screen shot from United States Copyright Registration No.
16 PA0002483041 (season 7, episode 15 of Rainbow's WINX CLUB animated TV
17 series):



201. Below is a screen shot from United States Copyright Registration No. PA0002520260 (season 7, episode 24 of Rainbow's WINX CLUB animated TV series):



202. And below is a screen shot from United States Copyright Registration No. PA0002520251 (season 7, episode 26 of Rainbow's WINX CLUB animated TV series):



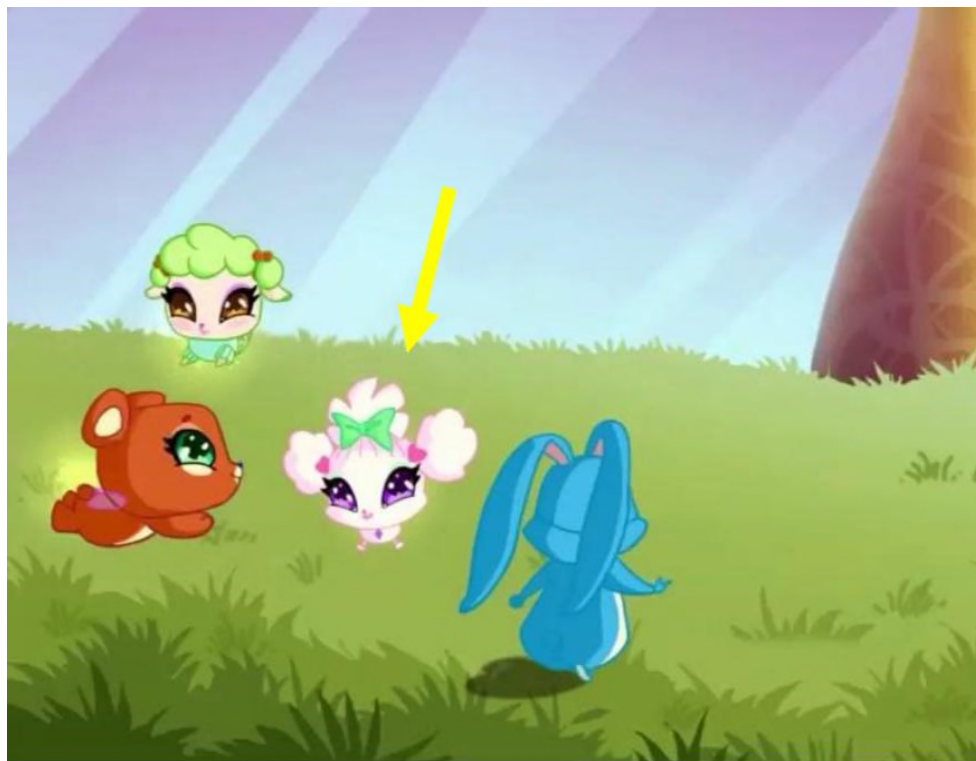
203. Another character, pointed to in the below screen shot from Defendants' Royale High game:



is STELLA'S POODLE PET from Rainbow's WINX CLUB animated TV series and is covered by Rainbow's United States Copyright Registration No. VA0002426911. Below is the 2D image that relates to United States Copyright Registration No. VA0002426911:



204. This character also appears several times in a video covered by Rainbow's United States Copyright Registration No. PA0002520526 (season 4, episode 4 of Rainbow's WINX CLUB animated TV series). Below are screen shots from that video:





205. Another character, pointed to in the below screen shot from Defendants' Royale High game:



is MUSA'S BEAR PET from Rainbow's WINX CLUB animated TV series and is covered by Rainbow's United States Copyright Registration No. VA0002426913. Below is the 2D image that relates to Copyright Registration No. VA0002426913:



206. This character also appears several times in season 4, episode 4 of

Rainbow's WINX CLUB animated TV series and is covered by Rainbow's United States Copyright Registration No. PA0002520196. Below are screen shots from that video:



207. Another character, pointed to in the below screen shot from Defendants' Royale High game:



is FLORA'S CAT PET from Rainbow's WINX CLUB animated TV series and is covered by Rainbow's United States Copyright Registration No. VA0002426910. Below is the 2D image that relates to United States Copyright Registration No. VA0002426910:



208. This character also appears several times in, for example, season 4, episode 4 of Rainbow's WINX CLUB animated TV series and is covered by Rainbow's United States Copyright Registration No. PA0002520526. Below is a screen shot from that video:



1 209. Rainbow's WINX CLUB animated TV series features a character
2 called CHATTA. The character CHATTA is covered by Rainbow's United States
3 Copyright Registration No. VA0002426885. Below is the 2D image that relates to
4 United States Copyright Registration No. VA0002426885:



21 210. This character also appears in many videos covered by United States
22 Copyright Registrations owned by Rainbow.

23 211. For example, below is screen shot from the video covered by
24 Rainbow's United States Copyright Registration No. PAu004255086 (Season 6,
25 Episode 26 of Rainbow's WINX CLUB animated TV series):
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212. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520248 (Season 6, Episode 6 of Rainbow's WINX CLUB animated TV series):



213. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002483044 (Season 7, Episode 6 of Rainbow's WINX CLUB animated TV series):



214. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255088 (Season 6, Episode 24 of Rainbow's WINX CLUB animated TV series):



215. And below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of Rainbow's WINX CLUB animated TV series):



216. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly, similar to Rainbow's character CHATTA:



1 217. Rainbow's WINX CLUB animated TV series features a certain
2 character called PIFF which appears in many videos covered by United States
3 Copyright Registrations owned by Rainbow. For example, below is screen shot from
4 the video covered by Rainbow's United States Copyright Registration No.
5 PA0002520261 (Season 6, Episode 9 of Rainbow's WINX CLUB animated TV
6 series):



17 218. Below is screen shot from the video covered by Rainbow's United
18 States Copyright Registration No. PA0002520304 (Season 6, Episode 12 of
19 Rainbow's WINX CLUB animated TV series):
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219. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520303 (Season 6, Episode 13 of Rainbow's WINX CLUB animated TV series):



220. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of Rainbow's WINX CLUB animated TV series):



221. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly, similar to Rainbow's character:



1 222. Rainbow's WINX CLUB animated TV series features a certain
2 character called LOCKETTE which appears in many videos covered by United
3 States Copyright Registrations owned by Rainbow. For example, below is screen
4 shot from the video covered by Rainbow's United States Copyright Registration No.
5 PAu004255086 (Season 6, Episode 26 of Rainbow's WINX CLUB animated TV
6 series):



16 223. Below is screen shot from the video covered by Rainbow's United
17 States Copyright Registration No. PA0002520248 (Season 6, Episode 6 of
18 Rainbow's WINX CLUB animated TV series):
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224. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002483044 (Season 7, Episode 6 of Rainbow's WINX CLUB animated TV series):



225. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255088 (Season 6, Episode 24 of Rainbow's WINX CLUB animated TV series):



226. And below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of Rainbow's WINX CLUB animated TV series):



227. The character LOCKETTE is also covered by Rainbow's United States Copyright Registration No. VA0002426313. Below is a 2D image that relates to United States Copyright Registration No. VA0002426313:



228. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly, similar to Rainbow's character:



229. Rainbow's WINX CLUB animated TV series features a certain character CHERIE (a small character with blue hair) which appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255086 (Season 6, Episode 26 of Rainbow's WINX CLUB animated TV series):



230. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255088 (Season 6, Episode 24 of Rainbow's WINX CLUB animated TV series):



231. And below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of Rainbow's WINX CLUB animated TV series):



232. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly, similar to Rainbow's character:



233. Rainbow's WINX CLUB animated TV series features a certain character called CAMEL (a small female character with orange hair up in two buns) which appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255086 (Season 6, Episode 26 of Rainbow's WINX CLUB animated TV series):



234. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255088 (Season 6, Episode 24 of Rainbow's WINX CLUB animated TV series):



1 235. And below is screen shot from the video covered by Rainbow's United
2 States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of
3 Rainbow's WINX CLUB animated TV series):



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16 236. On information and belief, as shown below, Defendants' Royale High
17 game features, or did feature, a character that looks substantially, if not strikingly,
18 similar to Rainbow's character:

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237. Rainbow's WINX CLUB animated TV series features a certain character called AMORE (a small character with straight reddish hair) which appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255086 (Season 6, Episode 26 of Rainbow's WINX CLUB animated TV series) depicting AMORE third from the right at the top):



238. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255088 (Season 6, Episode 24 of Rainbow's WINX CLUB animated TV series) depicting AMORE on the left:



239. And below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of Rainbow's WINX CLUB animated TV series) depicting AMORE top, left:



240. The character AMORE is also covered by Rainbow's United States Copyright Registration No. VA0002426312. Below is a 2D image that relates to United States Copyright Registration No. VA0002426312:



241. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly similar to Rainbow's character:



1 242. Rainbow's WINX CLUB animated TV series features a character
2 called BLOOM'S SHEEP PET. The character BLOOM'S SHEEP PET is covered
3 by Rainbow's United States Copyright Registration No. VA0002426906. Below is
4 the 2D image that relates to United States Copyright Registration No.
5 VA0002426906:



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21 243. This character also appears in many videos covered by United States
22 Copyright Registrations owned by Rainbow.

23 244. For example, below is screen shot from the video covered by
24 Rainbow's United States Copyright Registration No. PA0002520526 (Season 4,
25 Episode 6 of Rainbow's WINX CLUB animated TV series):
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245. And below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520526 (Season 4, Episode 26 of Rainbow's WINX CLUB animated TV series):



246. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly similar to BLOOM'S SHEEP PET:



247. Rainbow's WINX CLUB animated TV series features a certain character (a female fish-like character) which appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002519445 (Season 5, Episode 8 of Rainbow's WINX CLUB animated TV series):



248. Below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002519437 (Season 5, Episode 11 of Rainbow's WINX CLUB animated TV series):



249. And below is screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002519435 (Season 5, Episode 13 of Rainbow's WINX CLUB animated TV series):



250. On information and belief, as shown below, Defendants' Royale High game features, or did feature, a character that looks substantially, if not strikingly similar to Rainbow's character:



1 251. Rainbow's WINX CLUB animated TV series features a certain
2 character (a small lioness character) which appears in at least one video covered by
3 United States Copyright Registrations owned by Rainbow. For example, below is
4 screen shot from the video covered by Rainbow's United States Copyright
5 Registration No. PA0002520526 (Season 4, Episode 4 of Rainbow's WINX CLUB
6 animated TV series):



19
20 252. On information and belief, as shown below, Defendants' Royale High
21 game features, or did feature, a character that looks substantially, if not strikingly
22 similar to Rainbow's character:
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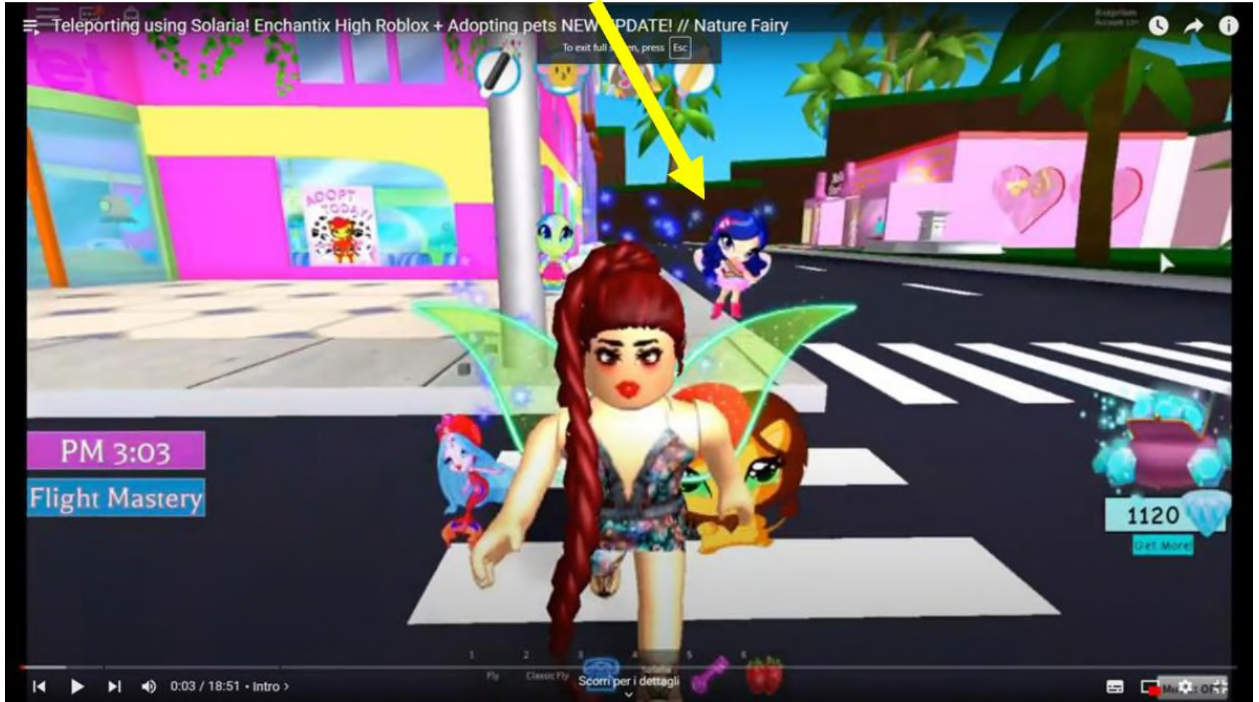


253. Rainbow's WINX CLUB animated TV series features a certain character (a small female character named CHERIE wearing a headband that includes tear drops) which appears in at least one video covered by United States Copyright Registrations owned by Rainbow. For example, below are screen shots from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 6, Episode 22 of Rainbow's WINX CLUB animated TV series):



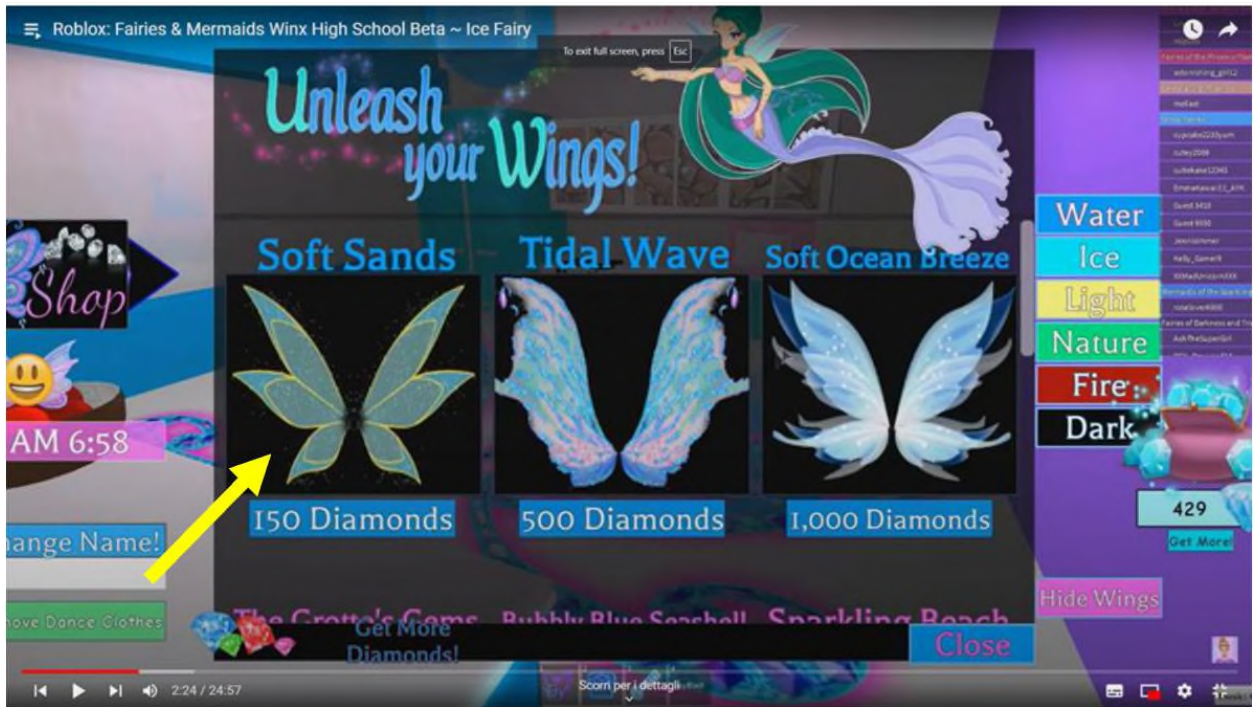
254. On information and belief, as shown below, Defendants' Royale High game features a character that looks substantially, if not strikingly similar to

Rainbow's character:



255. On information and belief, Defendants' Royale High game features, or did feature, many sets of wings that are substantially, if not strikingly similar to very distinctive wings that are featured in Rainbow's WINX CLUB animated TV series.

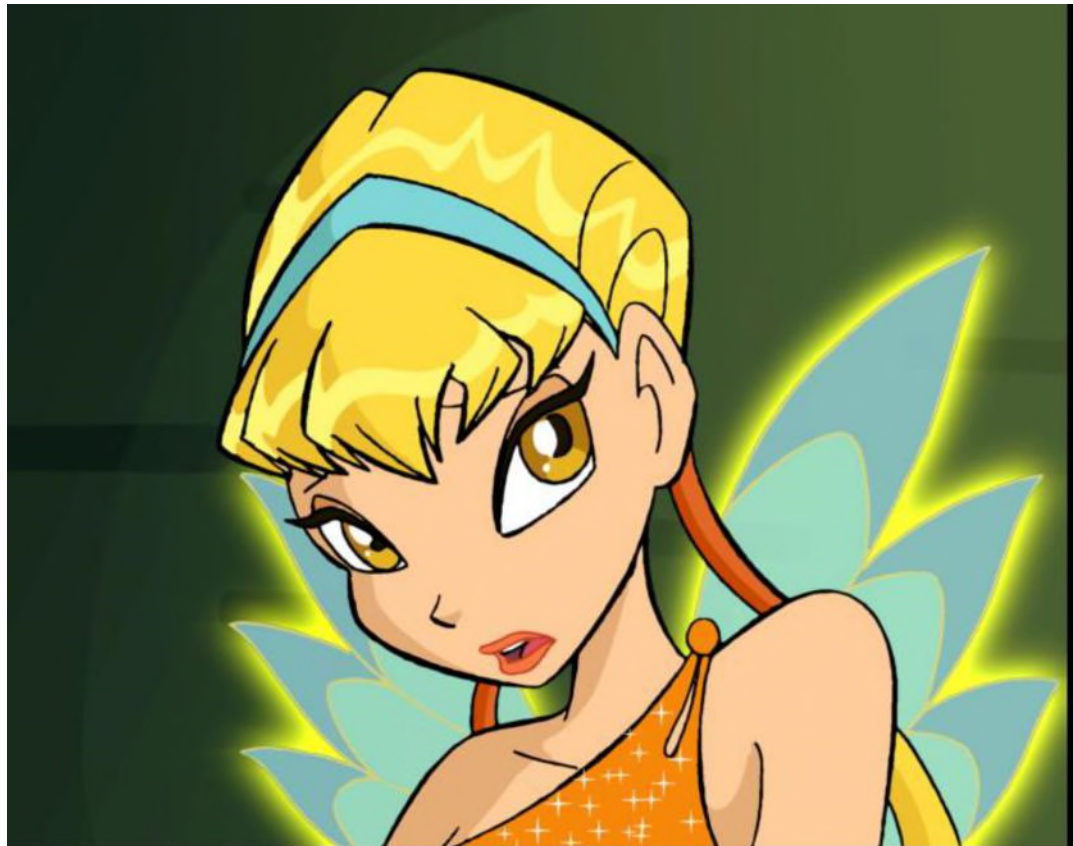
256. For example, on information and belief, below is a screen shot from Defendants' Royale High game:



257. The wings on the left (see the yellow arrow) are substantially if not strikingly similar to very distinctive wings that appear in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520196 (Season 1, Episode 21 of Rainbow's WINX CLUB animated TV series):



258. Below are screen shots from the video covered by Rainbow's United States Copyright Registration No. PA0002520196 (Season 1, Episode 22 of Rainbow's WINX CLUB animated TV series):



1 259. Below is a screen shot from the video covered by Rainbow's United
2 States Copyright Registration No. PA0002520199 (Season 2, Episode 16 of
3 Rainbow's WINX CLUB animated TV series):



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19 260. And below is a screen shot from the video covered by Rainbow's
20 United States Copyright Registration No. PA0002520199 (Season 2, Episode 26 of
21 Rainbow's WINX CLUB animated TV series):
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261. Also, the wings are covered by Rainbow's United States Copyright
Registration No. VA0002426870 for the character STELLA. Below are the 2D
images that relate to United States Copyright Registration No. VA0002426870:





CHARACTER - Clean MAIN DRESS 4 STELLA_COL D_01

ID: 01 MAIN DRESS 4 STELLA_COL D-01



APPROVED BY:

DATE:

REVISED:

EPISODE

81

SEQUENCE

000

SCENE

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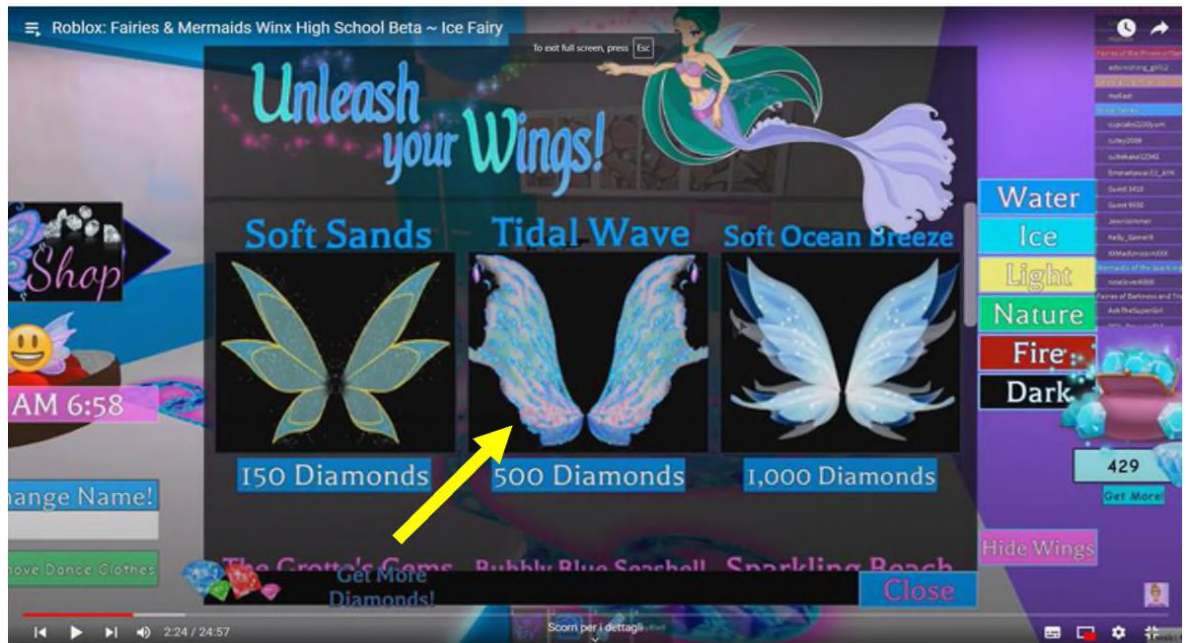
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262. On information and belief, below is a screen shot from Defendants' Royale High game:



263. The wings in the middle (see the yellow arrow, above) are substantially if not strikingly similar to very distinctive wings that appear in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520303 (Season 6, Episode 13 of Rainbow's WINX CLUB animated TV series):



264. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255095 (Season 6, Episode 19 of Rainbow's WINX CLUB animated TV series):



265. Below are screen shots from the video covered by Rainbow's United States Copyright Registration No. PAu004255088 (Season 6, Episode 24 of Rainbow's WINX CLUB animated TV series):



266. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255086 (Season 6, Episode 26 of Rainbow's WINX CLUB animated TV series):



267. On information and belief, below is a screen shot from Defendants' Royale High game:



268. The wings on the left (see the yellow arrow, above) are substantially if not strikingly similar to very distinctive wings that appear in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below

1 is a screen shot from the video covered by Rainbow's United States Copyright
2 Registration No. PA0002483041 (Season 7, Episode 15 of Rainbow's WINX CLUB
3 animated TV series):



15 269. Below is a screen shot from the video covered by Rainbow's United
16 States Copyright Registration No. PA0002483043 (Season 7, Episode 16 of
17 Rainbow's WINX CLUB animated TV series):



270. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520285 (Season 7, Episode 17 of Rainbow's WINX CLUB animated TV series):



271. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PAu004255089 (Season 7, Episode 22 of Rainbow's WINX CLUB animated TV series):



272. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520257 (Season 7, Episode 25 of Rainbow's WINX CLUB animated TV series):



273. On information and belief, below is a screen shot from Defendants' Royale High game:



1 274. The wings on the right (see the yellow arrow, above) are substantially
2 if not strikingly similar to very distinctive wings that appear in many videos covered
3 by United States Copyright Registrations owned by Rainbow. For example, below
4 is a screen shot from the video covered by Rainbow's United States Copyright
5 Registration No. PA0002483047 (Season 7, Episode 5 of Rainbow's WINX CLUB
6 animated TV series):



19 275. Below is a screen shot from the video covered by Rainbow's United
20 States Copyright Registration No. PA0002483046 (Season 7, Episode 8 of
21 Rainbow's WINX CLUB animated TV series):
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276. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520270 (Season 7, Episode 19 of Rainbow's WINX CLUB animated TV series):



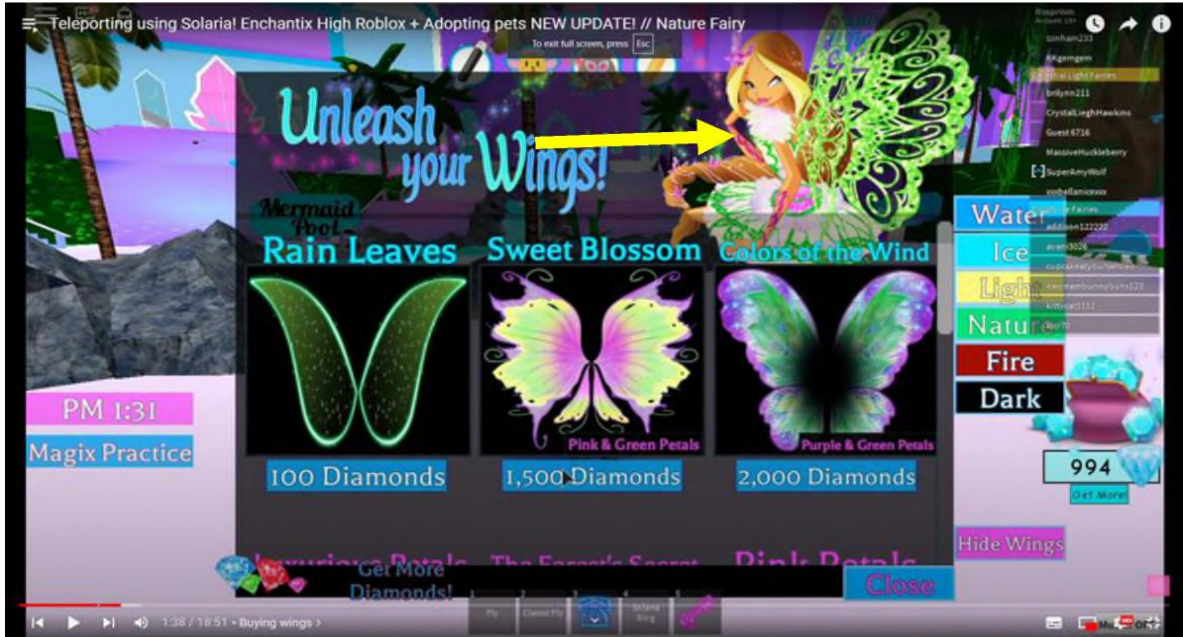
1 277. Below is a screen shot from the video covered by Rainbow's United
2 States Copyright Registration No. PA0002520266 (Season 7, Episode 21 of
3 Rainbow's WINX CLUB animated TV series):



14
15 278. And below is a screen shot from the video covered by Rainbow's
16 United States Copyright Registration No. PA0002520251 (Season 7, Episode 26 of
17 Rainbow's WINX CLUB animated TV series):



279. On information and belief, below is a screen shot from Defendants' Royale High game:



280. The wings in the upper right (see the yellow arrow, above) are substantially if not strikingly similar to very distinctive wings that appear in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002483050 (Season 7, Episode 7 of Rainbow's WINX CLUB animated TV series):



281. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002483050 (Season 7, Episode 7 of Rainbow's WINX CLUB animated TV series):



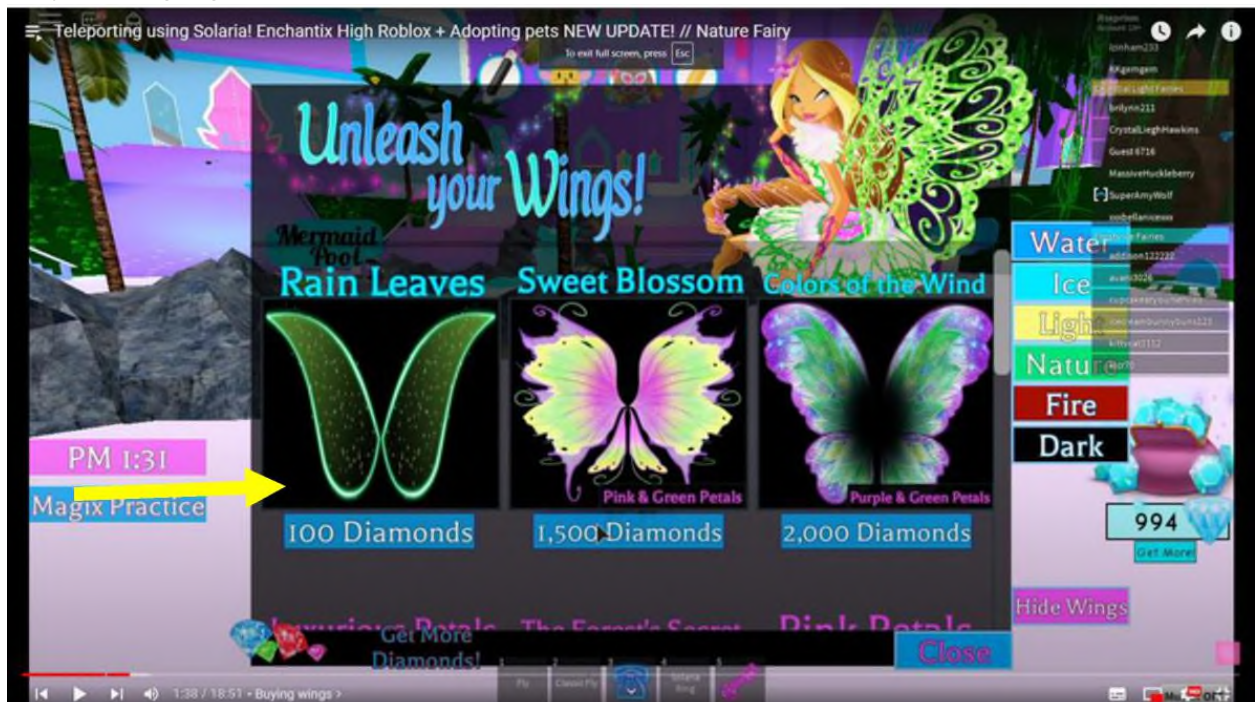
1 282. Below is a screen shot from the video covered by Rainbow's United
2 States Copyright Registration No. PA0002483051 (Season 7, Episode 10 of
3 Rainbow's WINX CLUB animated TV series):



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20 283. And below is a screen shot from the video covered by Rainbow's
21 United States Copyright Registration No. PA0002483049 (Season 7, Episode 11 of
22 Rainbow's WINX CLUB animated TV series):
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284. On information and belief, below is a screen shot from Defendants' Royale High game:



1 285. The wings on the left (see the yellow arrow, above) are substantially if
2 not strikingly similar to very distinctive wings that appear in many videos covered
3 by United States Copyright Registrations owned by Rainbow. For example, below
4 is a screen shot from the video covered by Rainbow's United States Copyright
5 Registration No. PA0002520196 (Season 1, Episode 26 of Rainbow's WINX CLUB
6 animated TV series):



22 286. Below is a screen shot from the video covered by Rainbow's United
23 States Copyright Registration No. PA0002520199 (Season 2, Episode 8 of
24 Rainbow's WINX CLUB animated TV series):

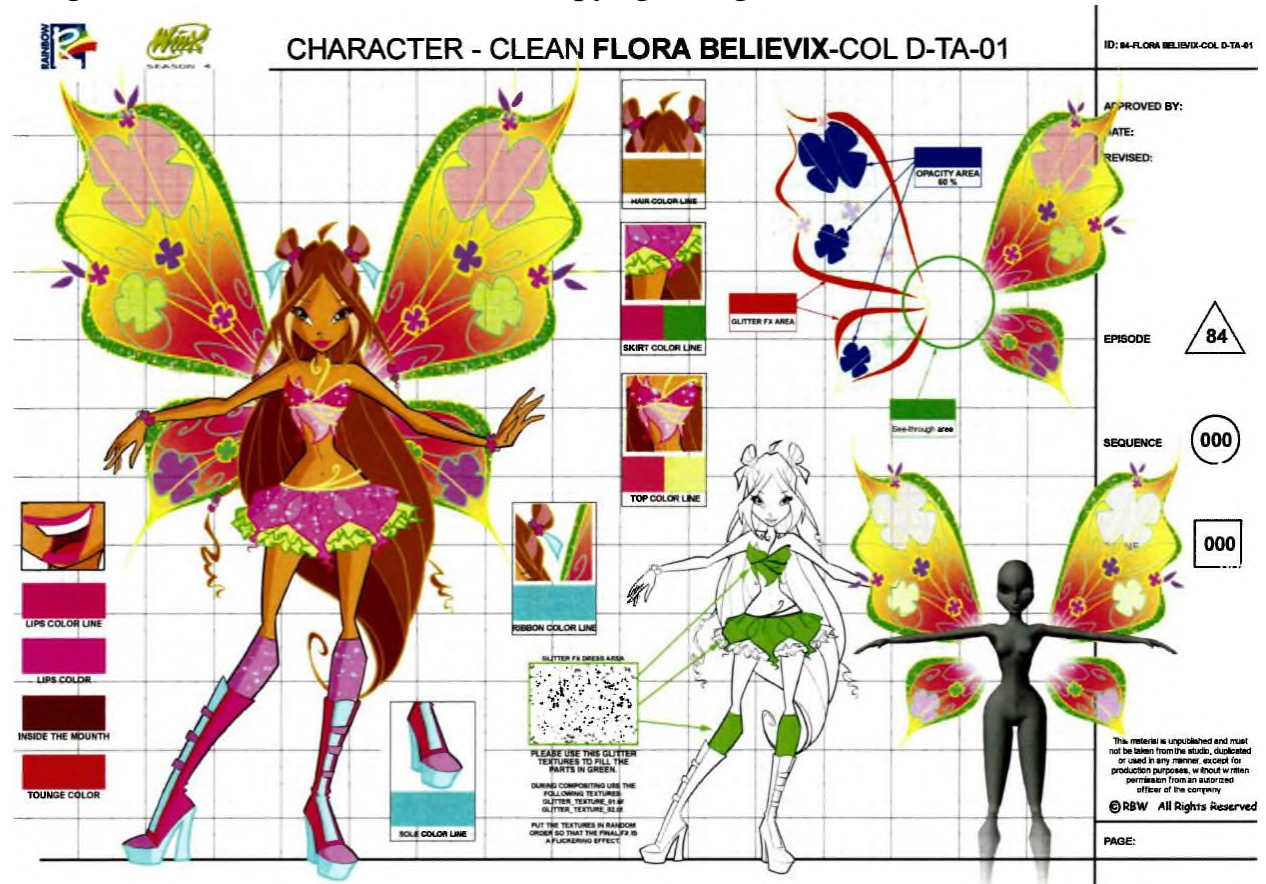
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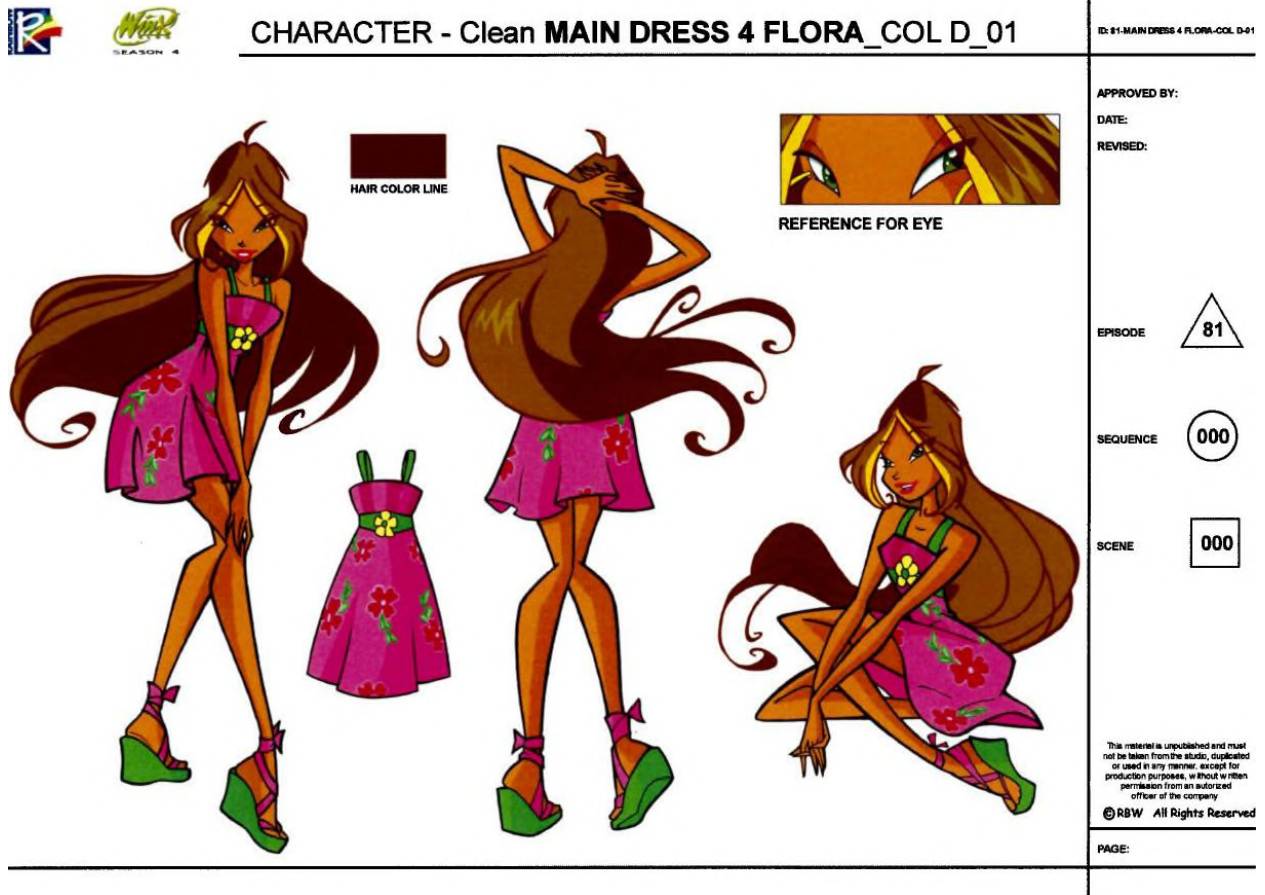
287. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520199 (Season 2, Episode 26 of Rainbow's WINX CLUB animated TV series):



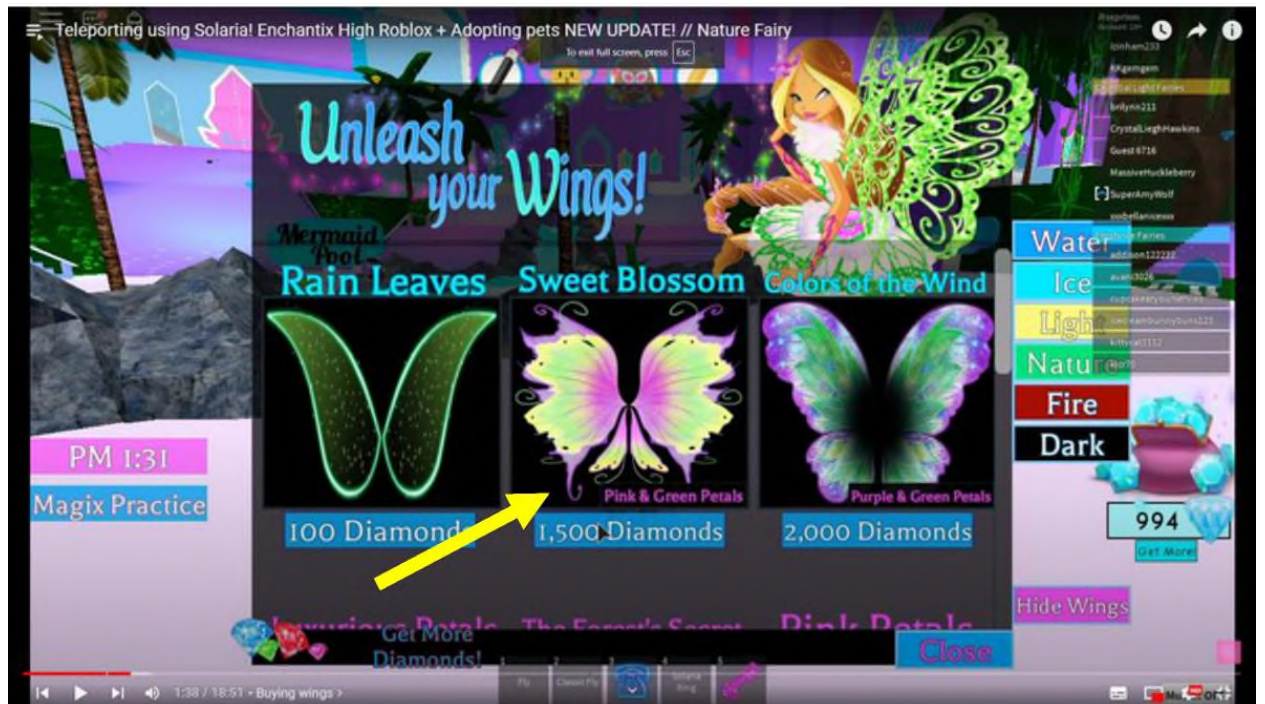
288. Also, the wings are covered by Rainbow's United States Copyright Registration No. VA0002426882 for the character FLORA. Below are the 2D images that relate to United States Copyright Registration No. VA0002426882:







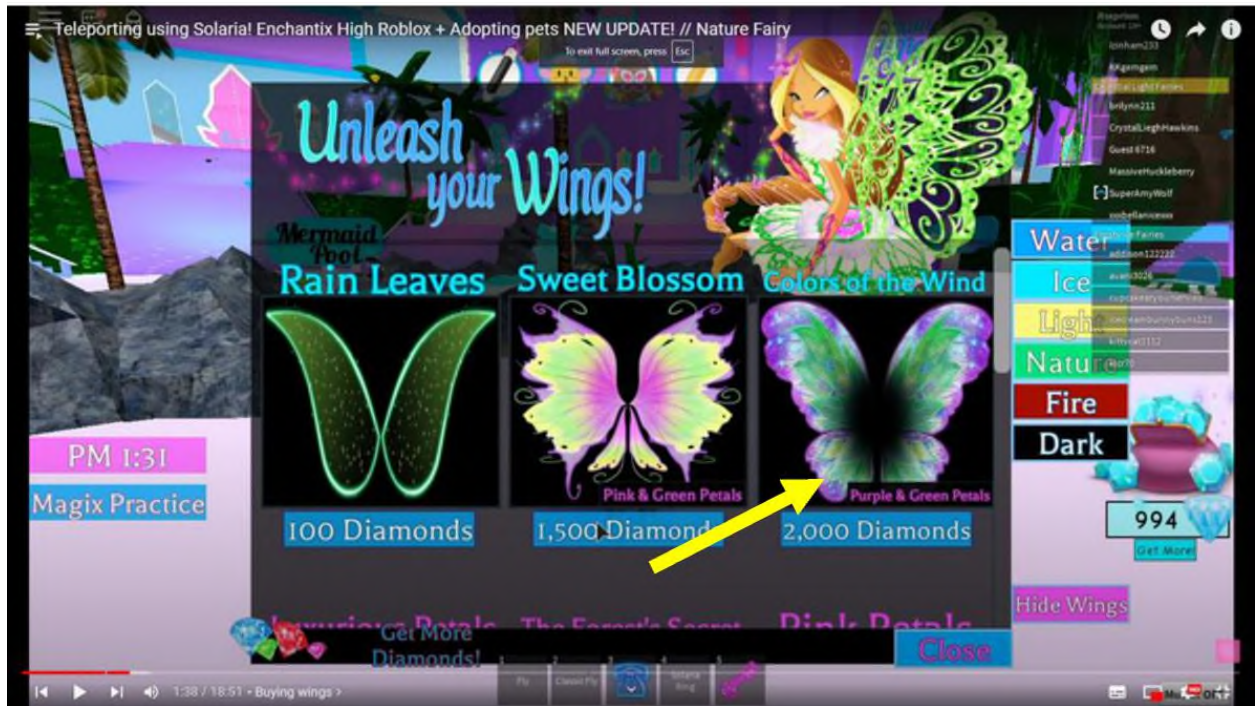
289. On information and belief, below is a screen shot from Defendants' Royale High game:



1 290. The wings in the middle (see the yellow arrow, above) are substantially
2 if not strikingly similar to very distinctive wings that appear in many videos covered
3 by United States Copyright Registrations owned by Rainbow. For example, below
4 are screen shots from the video covered by Rainbow's United States Copyright
5 Registration No. PAu004255096 (Season 6, Episode 17 of Rainbow's WINX CLUB
6 animated TV series):



291. On information and belief, below is a screen shot from Defendants' Royale High game:



292. The wings on the right (see the yellow arrow, above) are substantially if not strikingly similar to very distinctive wings that appear in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below are screen shots from the video covered by Rainbow's United States Copyright Registration No. PA0002519452 (World of Winx, trailer):





293. On information and belief, below is a screen shot from Defendants' Royale High game:



294. As shown above, there is a character that sports very distinctive blue

1 and pink wings. Those blue and pink wings are substantially, if not strikingly,
2 similar to blue and pink wings that appear in many videos covered by United States
3 Copyright Registrations owned by Rainbow. For example, below is a screen shot
4 from the video covered by Rainbow's United States Copyright Registration No.
5 PA0002483041 (Season 7, Episode 15 of Rainbow's WINX CLUB animated TV
6 series):



18 295. Below is a screen shot from the video covered by United States
19 Copyright Registration No. PA0002483043 (Season 7, Episode 16 of Rainbow's
20 WINX CLUB animated TV series):
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296. Below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520285 (Season 7, Episode 17 of Rainbow's WINX CLUB animated TV series):



297. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520263 (Season 7, Episode 22 of Rainbow's WINX CLUB animated TV series):



298. On information and belief, below is a screen shot from Defendants' Royale High game:







300. That character, with the very distinctive green, transparent wings, appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520196 (Season 1, Episode 26 of Rainbow's WINX CLUB animated TV series):



301. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520199 (Season 2, Episode 26 of Rainbow's WINX CLUB animated TV series):



302. On information and belief, below is a screen shot from Defendants' Royale High game:



303. As shown above, there is a character that sports a set of multi-layered blue and green wings. That character is covered by Rainbow's United States Copyright Registration No. VA0002426870 for the character STELLA. Below are the 2D images that relate to United States Copyright Registration No. VA0002426870:





CHARACTER - Clean MAIN DRESS 4 STELLA_COL D_01

ID: 81-MAIN DRESS 4 STELLA-COL D-01



APPROVED BY:
DATE:
REVISED:

EPISODE 81

SEQUENCE 000

SCENE 000

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304. That character that appears in their Royale High game, including those multi-layered blue and green wings, is strikingly similar to the character STELLA that appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520196 (Season 1, Episode 21 of Rainbow's WINX CLUB animated TV series):



1 305. And below is a screen shot from the video covered by Rainbow's
2 United States Copyright Registration No. PA0002520199 (Season 2, Episode 16 of
3 Rainbow's WINX CLUB animated TV series):



17
18 306. On information and belief, below are screen shots from Defendants'
19 Royale High game:



307. As shown above, there is a character that carries a very distinctive wand that includes spokes and a center that glows yellow when the character is fighting. That wand (and the way it works regarding the middle lighting up yellow) is substantially, if not strikingly similar to a wand that appears in many videos covered by United States Copyright Registrations owned by Rainbow. For example, below

are screen shots from the video covered by Rainbow's United States Copyright
Registration No. PA0002520196 (Season 1, Episode 21 of Rainbow's WINX CLUB
animated TV series):



308. Below are screen shots from the video covered by Rainbow's United States Copyright Registration No. PA0002520199 (Season 2, Episode 3 of Rainbow's WINX CLUB animated TV series):



309. And below is a screen shot from the video covered by Rainbow's United States Copyright Registration No. PA0002520199 (Season 2, Episode 7 of Rainbow's WINX CLUB animated TV series):



310. On information and belief, below is a screen shot from Defendants' Royale High game:



1 311. As shown above, there is a sign in the game that reads “Welcome to
2 Gardenia”. The same exact words appear on a sign that is displayed in at least one
3 video covered by United States Copyright Registrations owned by Rainbow. For
4 example, below is a screen shot from the video covered by Rainbow’s United States
5 Copyright Registration No. PA0002520520 (Season 4, Episode 5 of Rainbow’s
6 WINX CLUB animated TV series):



20
21 **COUNT 1: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520199**

23 312. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 313. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520199 which is properly registered with the United States Copyright
28 Office.

1 314. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520199 through the
4 creation, development, release, and commercialization of Royale High.

5 315. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 316. Defendants' unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 *et*
10 *seq.*

11 317. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 318. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 319. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 320. Defendants' unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 *et*
21 *seq.*

22 321. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 322. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 323. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 324. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 325. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 2: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002520526**

9 326. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 327. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002520526 which is properly registered with the United States Copyright
14 Office.

15 328. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002520526 through the
18 creation, development, release, and commercialization of Royale High.

19 329. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/o display of
21 Rainbow's works, whether expressly or otherwise.

22 330. Defendants' unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 331. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 332. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 333. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 334. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 335. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 336. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 337. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 338. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 339. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 3: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520196**

23 340. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 341. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520196 which is properly registered with the United States Copyright
28 Office.

1 342. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520196 through the
4 creation, development, release, and commercialization of Royale High.

5 343. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and display of
7 Rainbow's works, whether expressly or otherwise.

8 344. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 345. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 346. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 347. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 348. Defendants' unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 349. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 350. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 351. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 352. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 353. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 4: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA 4. PA0002520520**

9 354. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 355. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002520520 which is properly registered with the United States Copyright
14 Office.

15 356. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002520520 through the
18 creation, development, release, and commercialization of Royale High.

19 357. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and display of
21 Rainbow's works, whether expressly or otherwise.

22 358. Defendants' unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 359. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 360. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 361. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 362. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 363. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 364. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 365. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 366. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 367. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 5: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520205**

23 368. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 369. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520205 which is properly registered with the United States Copyright
28 Office.

1 370. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520205 through the
4 creation, development, release, and commercialization of Royale High.

5 371. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and display of
7 Rainbow's works, whether expressly or otherwise.

8 372. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 373. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 374. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 375. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 376. Defendants' unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 377. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 378. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 379. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 380. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 381. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 6: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519811**

9 382. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 383. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002519811 which is properly registered with the United States Copyright
14 Office.

15 384. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002519811 through the
18 creation, development, release, and commercialization of Royale High.

19 385. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 386. Defendants' unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 387. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 388. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 389. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 390. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 391. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 392. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 393. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 394. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 395. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 7: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519640**

23 396. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 397. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519640 which is properly registered with the United States Copyright
28 Office.

1 398. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519640 through the
4 creation, development, release, and commercialization of Royale High.

5 399. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and display of
7 Rainbow's works, whether expressly or otherwise.

8 400. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 401. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 402. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 403. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 404. Defendants' unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 405. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 406. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 407. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 408. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 409. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 8: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519435**

9 410. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 411. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002519435 which is properly registered with the United States Copyright
14 Office.

15 412. Defendants exploited the constituent elements of Rainbow's works, all
16 of which are original to Rainbow, including that which is protected by United States
17 Copyright Registration No. PA0002519435 through the creation, development,
18 release, and commercialization of Royale High.

19 413. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 414. Defendants' unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 415. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 416. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 417. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 418. Defendants' unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 419. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 420. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 421. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 422. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 423. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 9: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519448**

23 424. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 425. Rainbow is the sole owner of the copyrights protected by the
26 Registration listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519448 which is properly registered with the United States Copyright
28 Office.

1 426. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519448 through the
4 creation, development, release, and commercialization of Royale High.

5 427. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and display of
7 Rainbow's works, whether expressly or otherwise.

8 428. Defendants' unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 429. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 430. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 431. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and display of
18 Rainbow's works, whether expressly or otherwise.

19 432. Defendants' unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 433. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 434. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 435. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 436. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 437. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 10: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519449**

9 438. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 439. Rainbow is the sole owner of the copyrights protected by the
12 Registration in Exhibit A, including United States Copyright Registration No.
13 PA0002519449 which is properly registered with the United States Copyright
14 Office.

15 440. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002519449 through the
18 creation, development, release, and commercialization of Royale High.

19 441. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and display of
21 Rainbow's works, whether expressly or otherwise.

22 442. Defendants' unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 443. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 444. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 445. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and display of
4 Rainbow's works, whether expressly or otherwise.

5 446. Defendants' unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 447. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 448. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 449. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 450. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 451. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 11: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519445**

23 452. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 453. Rainbow is the sole owner of the copyrights protected by the
26 Registration listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519445 which is properly registered with the United States Copyright
28 Office.

1 454. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519445 through the
4 creation, development, release, and commercialization of Royale High.

5 455. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 456. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 457. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 458. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 459. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 460. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 461. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 462. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 463. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 464. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 465. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 12: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519437**

9 466. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 467. Rainbow is the sole owner of the copyrights protected by the
12 Registration listed in Exhibit A, including United States Copyright Registration No.
13 PA0002519437 which is properly registered with the United States Copyright
14 Office.

15 468. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002519437 through the
18 creation, development, release, and commercialization of Royale High.

19 469. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 470. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 471. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 472. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 473. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 474. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 475. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 476. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 477. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 478. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 479. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 13: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520248**

23 480. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 481. Rainbow is the sole owner of the copyrights protected by the
26 Registration listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520248 which is properly registered with the United States Copyright
28 Office.

1 482. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520248 through the
4 creation, development, release, and commercialization of Royale High.

5 483. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 484. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 485. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 486. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 487. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 488. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 489. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 490. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 491. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 492. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 493. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 14: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519603**

9 494. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 495. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002519603 which is properly registered with the United States Copyright
14 Office.

15 496. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002519603 through the
18 creation, development, release, and commercialization of Royale High.

19 497. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 498. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 499. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants..

28 500. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 501. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 502. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 503. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 504. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 505. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 506. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 507. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 15: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519639**

23 508. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 509. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519639 which is properly registered with the United States Copyright
28 Office.

1 510. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519639 through the
4 creation, development, release, and commercialization of Royale High.

5 511. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 512. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 513. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 514. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 515. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 516. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 517. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 518. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 519. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 520. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 521. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 16: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519638**

9 522. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 523. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002519638 which is properly registered with the United States Copyright
14 Office.

15 524. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002519638 through the
18 creation, development, release, and commercialization of Royale High.

19 525. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 526. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 527. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants..

28 528. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 529. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 530. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 531. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 532. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 533. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 534. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 535. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 17: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519443**

23 536. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 537. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519443 which is properly registered with the United States Copyright
28 Office.

1 538. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519443 through the
4 creation, development, release, and commercialization of Royale High.

5 539. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 540. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 541. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 542. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 543. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 544. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 545. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 546. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 547. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 548. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 549. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 18: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002519644**

9 550. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 551. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002519644 which is properly registered with the United States Copyright
14 Office.

15 552. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002519644 through the
18 creation, development, release, and commercialization of Royale High.

19 553. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 554. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 555. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 556. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 557. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 558. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 559. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 560. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 561. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 562. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 563. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 19: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519431**

23 564. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 565. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519431 which is properly registered with the United States Copyright
28 Office.

1 566. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519431 through the
4 creation, development, release, and commercialization of Royale High.

5 567. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 568. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 569. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 570. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 571. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 572. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 573. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 574. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 575. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 576. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 577. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 20: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002520304**

9 578. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 579. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002520304 which is properly registered with the United States Copyright
14 Office.

15 580. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002520304 through the
18 creation, development, release, and commercialization of Royale High.

19 581. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 582. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 583. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 584. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 585. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 586. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 587. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 588. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 589. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 590. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 591. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 21: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520302**

23 592. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 593. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520302 which is properly registered with the United States Copyright
28 Office.

1 594. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520302 through the
4 creation, development, release, and commercialization of Royale High.

5 595. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 596. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 597. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 598. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 599. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 600. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 601. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 602. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 603. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 604. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 605. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 22: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002520300**

9 606. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 607. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002520300 which is properly registered with the United States Copyright
14 Office.

15 608. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002520300 through the
18 creation, development, release, and commercialization of Royale High.

19 609. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 610. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 611. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 612. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 613. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 614. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 615. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 616. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 617. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 618. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 619. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 23: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520261**

23 620. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 621. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520261 which is properly registered with the United States Copyright
28 Office.

1 622. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520261 through the
4 creation, development, release, and commercialization of Royale High.

5 623. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 624. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 625. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 626. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 627. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 628. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 629. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 630. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 631. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

632. Defendants' acts have damaged and will continue to damage Rainbow, and Rainbow has no adequate remedy at law.

633. Plaintiff is entitled to preliminary and permanent injunctive relief and to recover actual damages and/or statutory damages, Defendants' profits, enhanced profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-505.

COUNT 24: DIRECT COPYRIGHT INFRINGEMENT OF UNITED STATES COPYRIGHT REGISTRATION NO. PA0002520251

634. Rainbow repeats and incorporates by reference the preceding paragraphs as though fully set forth below.

635. Rainbow is the sole owner of the copyrights protected by the Registrations listed in Exhibit A, including United States Copyright Registration No. PA0002520251 which is properly registered with the United States Copyright Office.

636. Defendants unlawfully copied and exploited the constituent elements of Rainbow's works, all of which are original to Rainbow, including that which is protected by United States Copyright Registration No. PA0002520251 through the creation, development, release, and commercialization of Royale High.

637. At no point in time did Rainbow authorize, permit, or consent to Defendants' reproduction, derivation, distribution, performance, and/or display of Rainbow's works, whether expressly or otherwise.

638. Defendants unauthorized exploitation of Rainbow's works infringes Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et seq.

639. Defendants had access to the copyrighted works at least, for example, due to the widespread dissemination of Rainbow's works and because of the Notice letters sent to Defendants.

640. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 641. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 642. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 643. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 644. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 645. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 646. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 647. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 25: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520285**

23 648. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 649. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520285 which is properly registered with the United States Copyright
28 Office.

1 650. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520285 through the
4 creation, development, release, and commercialization of Royale High.

5 651. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 652. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 653. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 654. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 655. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 656. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 657. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 658. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 659. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 660. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 661. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 26: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002520270**

9 662. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 663. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002520270 which is properly registered with the United States Copyright
14 Office.

15 664. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002520270 through the
18 creation, development, release, and commercialization of Royale High.

19 665. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 666. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 667. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 668. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 669. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 670. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 671. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 672. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 673. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 674. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 675. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 27: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520266**

23 676. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 677. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520266 which is properly registered with the United States Copyright
28 Office.

1 678. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520266 through the
4 creation, development, release, and commercialization of Royale High.

5 679. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 680. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 681. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 682. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 683. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 684. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 685. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 686. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 687. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

688. Defendants' acts have damaged and will continue to damage Rainbow, and Rainbow has no adequate remedy at law.

689. Plaintiff is entitled to preliminary and permanent injunctive relief and to recover actual damages and/or statutory damages, Defendants' profits, enhanced profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-505.

COUNT 28: DIRECT COPYRIGHT INFRINGEMENT OF UNITED STATES COPYRIGHT REGISTRATION NO. PA0002520263

690. Rainbow repeats and incorporates by reference the preceding paragraphs as though fully set forth below.

691. Rainbow is the sole owner of the copyrights protected by the Registrations listed in Exhibit A, including United States Copyright Registration No. PA0002520263 which is properly registered with the United States Copyright Office.

692. Defendants unlawfully copied and exploited the constituent elements of Rainbow's works, all of which are original to Rainbow, including that which is protected by United States Copyright Registration No. PA0002520263 through the creation, development, release, and commercialization of Royale High.

693. At no point in time did Rainbow authorize, permit, or consent to Defendants' reproduction, derivation, distribution, performance, and/or display of Rainbow's works, whether expressly or otherwise.

694. Defendants unauthorized exploitation of Rainbow's works infringes Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et seq.

695. Defendants had access to the copyrighted works at least, for example, due to the widespread dissemination of Rainbow's works and because of the Notice letters sent to Defendants.

696. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 697. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 698. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 699. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 700. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 701. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 702. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 703. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 29: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002520260**

23 704. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 705. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002520260 which is properly registered with the United States Copyright
28 Office.

1 706. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002520260 through the
4 creation, development, release, and commercialization of Royale High.

5 707. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 708. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 709. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 710. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 711. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 712. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 713. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 714. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 715. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 716. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 717. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 30: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002520257**

9 718. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 719. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002520257 which is properly registered with the United States Copyright
14 Office.

15 720. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002520257 through the
18 creation, development, release, and commercialization of Royale High.

19 721. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 722. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 723. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 724. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 725. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 726. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 727. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 728. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 729. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 730. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 731. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 31: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002519452**

23 732. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 733. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002519452 which is properly registered with the United States Copyright
28 Office.

1 734. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002519452 through the
4 creation, development, release, and commercialization of Royale High.

5 735. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 736. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 737. Defendants had access to the copyrighted works, at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 738. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 739. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 740. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 741. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 742. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 743. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 744. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 745. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 32: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002483041**

9 746. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 747. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002483041 which is properly registered with the United States Copyright
14 Office.

15 748. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002483041 through the
18 creation, development, release, and commercialization of Royale High.

19 749. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 750. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 751. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 752. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 753. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 754. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 755. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 756. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 757. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 758. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 759. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 33: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. PA0002483043**

23 760. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 761. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 PA0002483043 which is properly registered with the United States Copyright
28 Office.

1 762. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. PA0002483043 through the
4 creation, development, release, and commercialization of Royale High.

5 763. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 764. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 765. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 766. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 767. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 768. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 769. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 770. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 771. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 772. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 773. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 34: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. PA0002483045**

9 774. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 775. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 PA0002483045 which is properly registered with the United States Copyright
14 Office.

15 776. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. PA0002483045 through the
18 creation, development, release, and commercialization of Royale High.

19 777. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 778. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 779. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works.

27 780. Defendants' works are substantially, if not strikingly, similar to
28 Rainbow's protected works with regard to protectable elements.

1 781. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 782. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 783. Defendants' infringing acts were and are willful within the meaning of
8 17 U.S.C. § 504(c)(2).

9 784. Upon information and belief, Defendants have made and will continue
10 to make substantial profits and/or gains to which they are not in law or equity
11 entitled.

12 785. Upon information and belief, Defendants intend to continue their
13 infringing acts, unless restrained by this Court.

14 786. Defendants' acts have damaged and will continue to damage Rainbow,
15 and Rainbow has no adequate remedy at law.

16 787. Plaintiff is entitled to preliminary and permanent injunctive relief and
17 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
18 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
19 505.

20 **COUNT 35: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
21 **STATES COPYRIGHT REGISTRATION NO. PA0002483046**

22 788. Rainbow repeats and incorporates by reference the preceding
23 paragraphs as though fully set forth below.

24 789. Rainbow is the sole owner of the copyrights protected by the
25 Registrations listed in Exhibit A, including United States Copyright Registration No.
26 PA0002483046 which is properly registered with the United States Copyright
27 Office.

28 790. Defendants unlawfully copied and exploited the constituent elements

1 of Rainbow's works, all of which are original to Rainbow, including that which is
2 protected by United States Copyright Registration No. PA0002483046 through the
3 creation, development, release, and commercialization of Royale High.

4 791. At no point in time did Rainbow authorize, permit, or consent to
5 Defendants' reproduction, derivation, distribution, performance, and/or display of
6 Rainbow's works, whether expressly or otherwise.

7 792. Defendants unauthorized exploitation of Rainbow's works infringes
8 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
9 seq.

10 793. Defendants had access to the copyrighted works at least, for example,
11 due to the widespread dissemination of Rainbow's works and because of the Notice
12 letters sent to Defendants.

13 794. Defendants' works are substantially, if not strikingly, similar to
14 Rainbow's protected works with regard to protectable elements.

15 795. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 796. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 797. Defendants' infringing acts were and are willful within the meaning of
22 17 U.S.C. § 504(c)(2).

23 798. Upon information and belief, Defendants have made and will continue
24 to make substantial profits and/or gains to which they are not in law or equity
25 entitled.

26 799. Upon information and belief, Defendants intend to continue their
27 infringing acts, unless restrained by this Court.

28 800. Defendants' acts have damaged and will continue to damage Rainbow,

1 and Rainbow has no adequate remedy at law.

2 801. Plaintiff is entitled to preliminary and permanent injunctive relief and
3 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
4 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
5 505.

6 **COUNT 36: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
7 **STATES COPYRIGHT REGISTRATION NO. PA0002483047**

8 802. Rainbow repeats and incorporates by reference the preceding
9 paragraphs as though fully set forth below.

10 803. Rainbow is the sole owner of the copyrights protected by the
11 Registrations listed in Exhibit A, including United States Copyright Registration No.
12 PA0002483047 which is properly registered with the United States Copyright
13 Office.

14 804. Defendants unlawfully copied and exploited the constituent elements
15 of Rainbow's works, all of which are original to Rainbow, including that which is
16 protected by United States Copyright Registration No. PA0002483047 through the
17 creation, development, release, and commercialization of Royale High.

18 805. At no point in time did Rainbow authorize, permit, or consent to
19 Defendants' reproduction, derivation, distribution, performance, and/or display of
20 Rainbow's works, whether expressly or otherwise.

21 806. Defendants unauthorized exploitation of Rainbow's works infringes
22 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
23 seq.

24 807. Defendants had access to the copyrighted works at least, for example,
25 due to the widespread dissemination of Rainbow's works and because of the Notice
26 letters sent to Defendants.

27 808. Defendants' works are substantially, if not strikingly, similar to
28 Rainbow's protected works with regard to protectable elements.

1 809. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 810. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 811. Defendants' infringing acts were and are willful within the meaning of
8 17 U.S.C. § 504(c)(2).

9 812. Upon information and belief, Defendants have made and will continue
10 to make substantial profits and/or gains to which they are not in law or equity
11 entitled.

12 813. Upon information and belief, Defendants intend to continue their
13 infringing acts, unless restrained by this Court.

14 814. Defendants' acts have damaged and will continue to damage Rainbow,
15 and Rainbow has no adequate remedy at law.

16 815. Plaintiff is entitled to preliminary and permanent injunctive relief and
17 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
18 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
19 505.

20 **COUNT 37: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
21 **STATES COPYRIGHT REGISTRATION NO. PA0002483048**

22 816. Rainbow repeats and incorporates by reference the preceding
23 paragraphs as though fully set forth below.

24 817. Rainbow is the sole owner of the copyrights protected by the
25 Registrations listed in Exhibit A, including United States Copyright Registration No.
26 PA0002483048 which is properly registered with the United States Copyright
27 Office.

28 818. Defendants unlawfully copied and exploited the constituent elements

1 of Rainbow's works, all of which are original to Rainbow, including that which is
2 protected by United States Copyright Registration No. PA0002483048 through the
3 creation, development, release, and commercialization of Royale High.

4 819. At no point in time did Rainbow authorize, permit, or consent to
5 Defendants' reproduction, derivation, distribution, performance, and/or display of
6 Rainbow's works, whether expressly or otherwise.

7 820. Defendants unauthorized exploitation of Rainbow's works infringes
8 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
9 seq.

10 821. Defendants had access to the copyrighted works at least, for example,
11 due to the widespread dissemination of Rainbow's works and because of the Notice
12 letters sent to Defendants.

13 822. Defendants' works are substantially, if not strikingly, similar to
14 Rainbow's protected works with regard to protectable elements.

15 823. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 824. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 825. Defendants' infringing acts were and are willful within the meaning of
22 17 U.S.C. § 504(c)(2).

23 826. Upon information and belief, Defendants have made and will continue
24 to make substantial profits and/or gains to which they are not in law or equity
25 entitled.

26 827. Upon information and belief, Defendants intend to continue their
27 infringing acts, unless restrained by this Court.

28 828. Defendants' acts have damaged and will continue to damage Rainbow,

1 and Rainbow has no adequate remedy at law.

2 829. Plaintiff is entitled to preliminary and permanent injunctive relief and
3 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
4 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
5 505.

6 **COUNT 38: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
7 **STATES COPYRIGHT REGISTRATION NO. PA0002483049**

8 830. Rainbow repeats and incorporates by reference the preceding
9 paragraphs as though fully set forth below.

10 831. Rainbow is the sole owner of the copyrights protected by the
11 Registrations listed in Exhibit A, including United States Copyright Registration No.
12 PA0002483049 which is properly registered with the United States Copyright
13 Office.

14 832. Defendants unlawfully copied and exploited the constituent elements
15 of Rainbow's works, all of which are original to Rainbow, including that which is
16 protected by United States Copyright Registration No. PA0002483049 through the
17 creation, development, release, and commercialization of Royale High.

18 833. At no point in time did Rainbow authorize, permit, or consent to
19 Defendants' reproduction, derivation, distribution, performance, and/or display of
20 Rainbow's works, whether expressly or otherwise.

21 834. Defendants unauthorized exploitation of Rainbow's works infringes
22 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
23 seq.

24 835. Defendants had access to the copyrighted works at least, for example,
25 due to the widespread dissemination of Rainbow's works and because of the Notice
26 letters sent to Defendants.

27 836. Defendants' works are substantially, if not strikingly, similar to
28 Rainbow's protected works with regard to protectable elements.

1 837. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 838. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 839. Defendants' infringing acts were and are willful within the meaning of
8 17 U.S.C. § 504(c)(2).

9 840. Upon information and belief, Defendants have made and will continue
10 to make substantial profits and/or gains to which they are not in law or equity
11 entitled.

12 841. Upon information and belief, Defendants intend to continue their
13 infringing acts, unless restrained by this Court.

14 842. Defendants' acts have damaged and will continue to damage Rainbow,
15 and Rainbow has no adequate remedy at law.

16 843. Plaintiff is entitled to preliminary and permanent injunctive relief and
17 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
18 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
19 505.

20 **COUNT 39: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
21 **STATES COPYRIGHT REGISTRATION NO. PA0002483050**

22 844. Rainbow repeats and incorporates by reference the preceding
23 paragraphs as though fully set forth below.

24 845. Rainbow is the sole owner of the copyrights protected by the
25 Registrations listed in Exhibit A, including United States Copyright Registration No.
26 PA0002483050 which is properly registered with the United States Copyright
27 Office.

28 846. Defendants unlawfully copied and exploited the constituent elements

1 of Rainbow's works, all of which are original to Rainbow, including that which is
2 protected by United States Copyright Registration No. PA0002483050 through the
3 creation, development, release, and commercialization of Royale High.

4 847. At no point in time did Rainbow authorize, permit, or consent to
5 Defendants' reproduction, derivation, distribution, performance, and/or display of
6 Rainbow's works, whether expressly or otherwise.

7 848. Defendants unauthorized exploitation of Rainbow's works infringes
8 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
9 seq.

10 849. Defendants had access to the copyrighted works at least, for example,
11 due to the widespread dissemination of Rainbow's works and because of the Notice
12 letters sent to Defendants.

13 850. Defendants' works are substantially, if not strikingly, similar to
14 Rainbow's protected works with regard to protectable elements.

15 851. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 852. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 853. Defendants' infringing acts were and are willful within the meaning of
22 17 U.S.C. § 504(c)(2).

23 854. Upon information and belief, Defendants have made and will continue
24 to make substantial profits and/or gains to which they are not in law or equity
25 entitled.

26 855. Upon information and belief, Defendants intend to continue their
27 infringing acts, unless restrained by this Court.

28 856. Defendants' acts have damaged and will continue to damage Rainbow,

1 and Rainbow has no adequate remedy at law.

2 857. Plaintiff is entitled to preliminary and permanent injunctive relief and
3 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
4 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
5 505.

6 **COUNT 40: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
7 **STATES COPYRIGHT REGISTRATION NO. PA0002483051**

8 858. Rainbow repeats and incorporates by reference the preceding
9 paragraphs as though fully set forth below.

10 859. Rainbow is the sole owner of the copyrights protected by the
11 Registrations listed in Exhibit A, including United States Copyright Registration No.
12 PA0002483051 which is properly registered with the United States Copyright
13 Office.

14 860. Defendants unlawfully copied and exploited the constituent elements
15 of Rainbow's works, all of which are original to Rainbow, including that which is
16 protected by United States Copyright Registration No. PA0002483051 through the
17 creation, development, release, and commercialization of Royale High.

18 861. At no point in time did Rainbow authorize, permit, or consent to
19 Defendants' reproduction, derivation, distribution, performance, and/or display of
20 Rainbow's works, whether expressly or otherwise.

21 862. Defendants unauthorized exploitation of Rainbow's works infringes
22 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
23 seq.

24 863. Defendants had access to the copyrighted works at least, for example,
25 due to the widespread dissemination of Rainbow's works and because of the Notice
26 letters sent to Defendants.

27 864. Defendants' works are substantially, if not strikingly, similar to
28 Rainbow's protected works with regard to protectable elements.

1 865. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 866. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 867. Defendants' infringing acts were and are willful within the meaning of
8 17 U.S.C. § 504(c)(2).

9 868. Upon information and belief, Defendants have made and will continue
10 to make substantial profits and/or gains to which they are not in law or equity
11 entitled.

12 869. Upon information and belief, Defendants intend to continue their
13 infringing acts, unless restrained by this Court.

14 870. Defendants' acts have damaged and will continue to damage Rainbow,
15 and Rainbow has no adequate remedy at law.

16 871. Plaintiff is entitled to preliminary and permanent injunctive relief and
17 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
18 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
19 505.

20 **COUNT 41: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
21 **STATES COPYRIGHT REGISTRATION NO. PA0002483052**

22 872. Rainbow repeats and incorporates by reference the preceding
23 paragraphs as though fully set forth below.

24 873. Rainbow is the sole owner of the copyrights protected by the
25 Registrations listed in Exhibit A, including United States Copyright Registration No.
26 PA0002483052 which is properly registered with the United States Copyright
27 Office.

28 874. Defendants unlawfully copied and exploited the constituent elements

1 of Rainbow's works, all of which are original to Rainbow, including that which is
2 protected by United States Copyright Registration No. PA0002483052 through the
3 creation, development, release, and commercialization of Royale High.

4 875. At no point in time did Rainbow authorize, permit, or consent to
5 Defendants' reproduction, derivation, distribution, performance, and/or display of
6 Rainbow's works, whether expressly or otherwise.

7 876. Defendants unauthorized exploitation of Rainbow's works infringes
8 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
9 seq.

10 877. Defendants had access to the copyrighted works at least, for example,
11 due to the widespread dissemination of Rainbow's works and because of the Notice
12 letters sent to Defendants.

13 878. Defendants' works are substantially, if not strikingly, similar to
14 Rainbow's protected works with regard to protectable elements.

15 879. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 880. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 881. Defendants' infringing acts were and are willful within the meaning of
22 17 U.S.C. § 504(c)(2).

23 882. Upon information and belief, Defendants have made and will continue
24 to make substantial profits and/or gains to which they are not in law or equity
25 entitled.

26 883. Upon information and belief, Defendants intend to continue their
27 infringing acts, unless restrained by this Court.

28 884. Defendants' acts have damaged and will continue to damage Rainbow,

1 and Rainbow has no adequate remedy at law.

2 885. Plaintiff is entitled to preliminary and permanent injunctive relief and
3 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
4 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
5 505.

6 **COUNT 42: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
7 **STATES COPYRIGHT REGISTRATION NO. PA0002483054**

8 886. Rainbow repeats and incorporates by reference the preceding
9 paragraphs as though fully set forth below.

10 887. Rainbow is the sole owner of the copyrights protected by the
11 Registrations listed in Exhibit A, including United States Copyright Registration No.
12 PA0002483054 which is properly registered with the United States Copyright
13 Office.

14 888. Defendants unlawfully copied and exploited the constituent elements
15 of Rainbow's works, all of which are original to Rainbow, including that which is
16 protected by United States Copyright Registration No. PA0002483054 through the
17 creation, development, release, and commercialization of Royale High.

18 889. At no point in time did Rainbow authorize, permit, or consent to
19 Defendants' reproduction, derivation, distribution, performance, and/or display of
20 Rainbow's works, whether expressly or otherwise.

21 890. Defendants unauthorized exploitation of Rainbow's works infringes
22 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
23 seq.

24 891. Defendants had access to the copyrighted works at least, for example,
25 due to the widespread dissemination of Rainbow's works and because of the Notice
26 letters sent to Defendants.

27 892. Defendants' works are substantially, if not strikingly, similar to
28 Rainbow's protected works with regard to protectable elements.

1 893. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 894. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 895. Defendants' infringing acts were and are willful within the meaning of
8 17 U.S.C. § 504(c)(2).

9 896. Upon information and belief, Defendants have made and will continue
10 to make substantial profits and/or gains to which they are not in law or equity
11 entitled.

12 897. Upon information and belief, Defendants intend to continue their
13 infringing acts, unless restrained by this Court.

14 898. Defendants' acts have damaged and will continue to damage Rainbow,
15 and Rainbow has no adequate remedy at law.

16 899. Plaintiff is entitled to preliminary and permanent injunctive relief and
17 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
18 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
19 505.

20 **COUNT 43: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
21 **STATES COPYRIGHT REGISTRATION NO. PA0002483443**

22 900. Rainbow repeats and incorporates by reference the preceding
23 paragraphs as though fully set forth below.

24 901. Rainbow is the sole owner of the copyrights protected by the
25 Registrations listed in Exhibit A, including United States Copyright Registration No.
26 PA0002483443 which is properly registered with the United States Copyright
27 Office.

28 902. Defendants unlawfully copied and exploited the constituent elements

1 of Rainbow's works, all of which are original to Rainbow, including that which is
2 protected by United States Copyright Registration No. PA0002483443 through the
3 creation, development, release, and commercialization of Royale High.

4 903. At no point in time did Rainbow authorize, permit, or consent to
5 Defendants' reproduction, derivation, distribution, performance, and/or display of
6 Rainbow's works, whether expressly or otherwise.

7 904. Defendants unauthorized exploitation of Rainbow's works infringes
8 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
9 seq.

10 905. Defendants had access to the copyrighted works at least, for example,
11 due to the widespread dissemination of Rainbow's works and because of the Notice
12 letters sent to Defendants.

13 906. Defendants' works are substantially, if not strikingly, similar to
14 Rainbow's protected works with regard to protectable elements.

15 907. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 908. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 909. Defendants' infringing acts were and are willful within the meaning of
22 17 U.S.C. § 504(c)(2).

23 910. Upon information and belief, Defendants have made and will continue
24 to make substantial profits and/or gains to which they are not in law or equity
25 entitled.

26 911. Upon information and belief, Defendants intend to continue their
27 infringing acts, unless restrained by this Court.

28 912. Defendants' acts have damaged and will continue to damage Rainbow,

1 and Rainbow has no adequate remedy at law.

2 913. Plaintiff is entitled to preliminary and permanent injunctive relief and
3 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
4 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
5 505.

6 **COUNT 44: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
7 **STATES COPYRIGHT REGISTRATION NO. PA0002483044**

8 914. Rainbow repeats and incorporates by reference the preceding
9 paragraphs as though fully set forth below.

10 915. Rainbow is the sole owner of the copyrights protected by the
11 Registrations listed in Exhibit A, including United States Copyright Registration No.
12 PA0002483044 which is properly registered with the United States Copyright
13 Office.

14 916. Defendants unlawfully copied and exploited the constituent elements
15 of Rainbow's works, all of which are original to Rainbow, including that which is
16 protected by United States Copyright Registration No. PA0002483044 through the
17 creation, development, release, and commercialization of Royale High.

18 917. At no point in time did Rainbow authorize, permit, or consent to
19 Defendants' reproduction, derivation, distribution, performance, and/or display of
20 Rainbow's works, whether expressly or otherwise.

21 918. Defendants unauthorized exploitation of Rainbow's works infringes
22 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
23 seq.

24 919. Defendants had access to the copyrighted works at least, for example,
25 due to the widespread dissemination of Rainbow's works and because of the Notice
26 letters sent to Defendants.

27 920. Defendants' works are substantially, if not strikingly, similar to
28 Rainbow's protected works with regard to protectable elements.

1 921. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 922. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 923. Defendants' infringing acts were and are willful within the meaning of
8 17 U.S.C. § 504(c)(2).

9 924. Upon information and belief, Defendants have made and will continue
10 to make substantial profits and/or gains to which they are not in law or equity
11 entitled.

12 925. Upon information and belief, Defendants intend to continue their
13 infringing acts, unless restrained by this Court.

14 926. Defendants' acts have damaged and will continue to damage Rainbow,
15 and Rainbow has no adequate remedy at law.

16 **COUNT 45: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
17 **STATES COPYRIGHT REGISTRATION NO. PAU004254741**

18 927. Rainbow repeats and incorporates by reference the preceding
19 paragraphs as though fully set forth below.

20 928. Rainbow is the sole owner of the copyrights protected by the
21 Registrations listed in Exhibit A, including United States Copyright Registration No.
22 PAU004254741 which is properly registered with the United States Copyright
23 Office.

24 929. Defendants exploited the constituent elements of Rainbow's works,
25 including that which is protected by United States Copyright Registration No.
26 PAU004254741 through the creation, development, release, and commercialization
27 of Royale High.

28 930. At no point in time did Rainbow authorize, permit, or consent to

1 Defendants' reproduction, derivation, distribution, performance, and display of
2 Rainbow's works, whether expressly or otherwise.

3 931. Defendants unauthorized exploitation of Rainbow's works infringes
4 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
5 seq.

6 932. Defendants' infringing acts were willful within the meaning of 17
7 U.S.C. § 504(c)(2).

8 933. Defendants had access to the copyrighted work, for example, due to the
9 widespread dissemination of Rainbow's works.

10 934. Defendants' works are substantially, if not strikingly, similar to
11 Rainbow's protected works with regard to protectable elements.

12 935. At no point in time did Rainbow authorize, permit, or consent to
13 Defendants' reproduction, derivation, distribution, performance, and display of
14 Rainbow's works, whether expressly or otherwise.

15 936. Defendants unauthorized exploitation of Rainbow's works infringes
16 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
17 seq.

18 937. Defendants' infringing acts were and are willful within the meaning of
19 17 U.S.C. § 504(c)(2).

20 938. Upon information and belief, Defendants have made and will continue
21 to make substantial profits and/or gains to which they are not in law or equity
22 entitled.

23 939. Upon information and belief, Defendants intend to continue their
24 infringing acts, unless restrained by this Court.

25 940. Defendants' acts have damaged and will continue to damage Rainbow,
26 and Rainbow has no adequate remedy at law.

27 941. Plaintiff is entitled to preliminary and permanent injunctive relief and
28 to recover actual damages and/or statutory damages, Defendants' profits, enhanced

1 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
2 505.

3 **COUNT 46: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
4 **STATES COPYRIGHT REGISTRATION NO. PAU004254743**

5 942. Rainbow repeats and incorporates by reference the preceding
6 paragraphs as though fully set forth below.

7 943. Rainbow is the sole owner of the copyrights protected by the
8 Registrations listed in Exhibit A, including United States Copyright Registration No.
9 PAu004254743 which is properly registered with the United States Copyright
10 Office.

11 944. Defendants unlawfully copied and exploited the constituent elements
12 of Rainbow's works, all of which are original to Rainbow, including that which is
13 protected by United States Copyright Registration No. PAu004254743 through the
14 creation, development, release, and commercialization of Royale High.

15 945. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 946. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 947. Defendants had access to the copyrighted works at least, for example,
22 due to the widespread dissemination of Rainbow's works and because of the Notice
23 letters sent to Defendants.

24 948. Defendants' works are substantially, if not strikingly, similar to
25 Rainbow's protected works with regard to protectable elements.

26 949. At no point in time did Rainbow authorize, permit, or consent to
27 Defendants' reproduction, derivation, distribution, performance, and/or display of
28 Rainbow's works, whether expressly or otherwise.

1 950. Defendants unauthorized exploitation of Rainbow's works infringes
2 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
3 seq.

4 951. Defendants' infringing acts were and are willful within the meaning of
5 17 U.S.C. § 504(c)(2).

6 952. Upon information and belief, Defendants have made and will continue
7 to make substantial profits and/or gains to which they are not in law or equity
8 entitled.

9 953. Upon information and belief, Defendants intend to continue their
10 infringing acts, unless restrained by this Court.

11 954. Defendants' acts have damaged and will continue to damage Rainbow,
12 and Rainbow has no adequate remedy at law.

13 955. Plaintiff is entitled to preliminary and permanent injunctive relief and
14 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
15 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
16 505.

17 **COUNT 47: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
18 **STATES COPYRIGHT REGISTRATION NO. PAU003752555**

19 956. Rainbow repeats and incorporates by reference the preceding
20 paragraphs as though fully set forth below.

21 957. Rainbow is the sole owner of the copyrights protected by the
22 Registrations listed in Exhibit A, including United States Copyright Registration No.
23 PAu003752555 which is properly registered with the United States Copyright
24 Office.

25 958. Defendants unlawfully copied and exploited the constituent elements
26 of Rainbow's works, all of which are original to Rainbow, including that which is
27 protected by United States Copyright Registration No. P Au003752555 through the
28 creation, development, release, and commercialization of Royale High.

1 959. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 960. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 961. Defendants had access to the copyrighted works at least, for example,
8 due to the widespread dissemination of Rainbow's works and because of the Notice
9 letters sent to Defendants.

10 962. Defendants' works are substantially, if not strikingly, similar to
11 Rainbow's protected works with regard to protectable elements.

12 963. At no point in time did Rainbow authorize, permit, or consent to
13 Defendants' reproduction, derivation, distribution, performance, and/or display of
14 Rainbow's works, whether expressly or otherwise.

15 964. Defendants unauthorized exploitation of Rainbow's works infringes
16 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
17 seq.

18 965. Defendants' infringing acts were and are willful within the meaning of
19 17 U.S.C. § 504(c)(2).

20 966. Upon information and belief, Defendants have made and will continue
21 to make substantial profits and/or gains to which they are not in law or equity
22 entitled.

23 967. Upon information and belief, Defendants intend to continue their
24 infringing acts, unless restrained by this Court.

25 968. Defendants' acts have damaged and will continue to damage Rainbow,
26 and Rainbow has no adequate remedy at law.

27 969. Plaintiff is entitled to preliminary and permanent injunctive relief and
28 to recover actual damages and/or statutory damages, Defendants' profits, enhanced

1 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
2 505.

3 **COUNT 48: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
4 **STATES COPYRIGHT REGISTRATION NO. PAU004255088**

5 970. Rainbow repeats and incorporates by reference the preceding
6 paragraphs as though fully set forth below.

7 971. Rainbow is the sole owner of the copyrights protected by the
8 Registrations listed in Exhibit A, including United States Copyright Registration No.
9 PAu004255088 which is properly registered with the United States Copyright
10 Office.

11 972. Defendants unlawfully copied and exploited the constituent elements
12 of Rainbow's works, all of which are original to Rainbow, including that which is
13 protected by United States Copyright Registration No. PAu004255088 through the
14 creation, development, release, and commercialization of Royale High.

15 973. At no point in time did Rainbow authorize, permit, or consent to
16 Defendants' reproduction, derivation, distribution, performance, and/or display of
17 Rainbow's works, whether expressly or otherwise.

18 974. Defendants unauthorized exploitation of Rainbow's works infringes
19 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
20 seq.

21 975. Defendants had access to the copyrighted works at least, for example,
22 due to the widespread dissemination of Rainbow's works and because of the Notice
23 letters sent to Defendants.

24 976. Defendants' works are substantially, if not strikingly, similar to
25 Rainbow's protected works with regard to protectable elements.

26 977. At no point in time did Rainbow authorize, permit, or consent to
27 Defendants' reproduction, derivation, distribution, performance, and/or display of
28 Rainbow's works, whether expressly or otherwise.

1 978. Defendants unauthorized exploitation of Rainbow's works infringes
2 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
3 seq.

4 979. Defendants' infringing acts were and are willful within the meaning of
5 17 U.S.C. § 504(c)(2).

6 980. Upon information and belief, Defendants have made and will continue
7 to make substantial profits and/or gains to which they are not in law or equity
8 entitled.

9 981. Upon information and belief, Defendants intend to continue their
10 infringing acts, unless restrained by this Court.

11 982. Defendants' acts have damaged and will continue to damage Rainbow,
12 and Rainbow has no adequate remedy at law.

13 983. Plaintiff is entitled to preliminary and permanent injunctive relief and
14 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
15 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
16 505.

17 **COUNT 49: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
18 **STATES COPYRIGHT REGISTRATION NO. PAU004255089**

19 984. Rainbow repeats and incorporates by reference the preceding
20 paragraphs as though fully set forth below.

21 985. Rainbow is the sole owner of the copyrights protected by the
22 Registrations listed in Exhibit A, including United States Copyright Registration No.
23 PAU004255089 which is properly registered with the United States Copyright
24 Office.

25 986. Defendants unlawfully copied and exploited the constituent elements
26 of Rainbow's works, all of which are original to Rainbow, including that which is
27 protected by United States Copyright Registration No. PAU004255089 through the
28 creation, development, release, and commercialization of Royale High.

1 987. At no point in time did Rainbow authorize, permit, or consent to
2 Defendants' reproduction, derivation, distribution, performance, and/or display of
3 Rainbow's works, whether expressly or otherwise.

4 988. Defendants unauthorized exploitation of Rainbow's works infringes
5 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
6 seq.

7 989. Defendants' infringing acts were willful within the meaning of 17
8 U.S.C. § 504(c)(2).

9 990. Defendants had access to the copyrighted works at least, for example,
10 due to the widespread dissemination of Rainbow's works and because of the Notice
11 letters sent to Defendants.

12 991. Defendants' works are substantially, if not strikingly, similar to
13 Rainbow's protected works with regard to protectable elements.

14 992. At no point in time did Rainbow authorize, permit, or consent to
15 Defendants' reproduction, derivation, distribution, performance, and/or display of
16 Rainbow's works, whether expressly or otherwise.

17 993. Defendants unauthorized exploitation of Rainbow's works infringes
18 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
19 seq.

20 994. Defendants' infringing acts were and are willful within the meaning of
21 17 U.S.C. § 504(c)(2).

22 995. Upon information and belief, Defendants have made and will continue
23 to make substantial profits and/or gains to which they are not in law or equity
24 entitled.

25 996. Upon information and belief, Defendants intend to continue their
26 infringing acts, unless restrained by this Court.

27 997. Defendants' acts have damaged and will continue to damage Rainbow,
28 and Rainbow has no adequate remedy at law.

1 998. Plaintiff is entitled to preliminary and permanent injunctive relief and
2 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
3 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
4 505.

5 **COUNT 50: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
6 **STATES COPYRIGHT REGISTRATION NO. PAU004255086**

7 999. Rainbow repeats and incorporates by reference the preceding
8 paragraphs as though fully set forth below.

9 1000. Rainbow is the sole owner of the copyrights protected by the
10 Registrations listed in Exhibit A, including United States Copyright Registration No.
11 PAu004255086 which is properly registered with the United States Copyright
12 Office.

13 1001. Defendants unlawfully copied and exploited the constituent elements
14 of Rainbow's works, all of which are original to Rainbow, including that which is
15 protected by United States Copyright Registration No. PAu004255086 through the
16 creation, development, release, and commercialization of Royale High.

17 1002. At no point in time did Rainbow authorize, permit, or consent to
18 Defendants' reproduction, derivation, distribution, performance, and/or display of
19 Rainbow's works, whether expressly or otherwise.

20 1003. Defendants unauthorized exploitation of Rainbow's works infringes
21 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
22 seq.

23 1004. Defendants had access to the copyrighted works at least, for example,
24 due to the widespread dissemination of Rainbow's works and because of the Notice
25 letters sent to Defendants.

26 1005. Defendants' works are substantially, if not strikingly, similar to
27 Rainbow's protected works with regard to protectable elements.

28 1006. At no point in time did Rainbow authorize, permit, or consent to

1 Defendants' reproduction, derivation, distribution, performance, and/or display of
2 Rainbow's works, whether expressly or otherwise.

3 1007. Defendants unauthorized exploitation of Rainbow's works infringes
4 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
5 seq.

6 1008. Defendants' infringing acts were and are willful within the meaning of
7 17 U.S.C. § 504(c)(2).

8 1009. Upon information and belief, Defendants have made and will continue
9 to make substantial profits and/or gains to which they are not in law or equity
10 entitled.

11 1010. Upon information and belief, Defendants intend to continue their
12 infringing acts, unless restrained by this Court.

13 1011. Defendants' acts have damaged and will continue to damage Rainbow,
14 and Rainbow has no adequate remedy at law.

15 1012. Plaintiff is entitled to preliminary and permanent injunctive relief and
16 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
17 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
18 505.

19 **COUNT 51: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
20 **STATES COPYRIGHT REGISTRATION NO. PAU004255096**

21 1013. Rainbow repeats and incorporates by reference the preceding
22 paragraphs as though fully set forth below.

23 1014. Rainbow is the sole owner of the copyrights protected by the
24 Registrations listed in Exhibit A, including United States Copyright Registration No.
25 PAu004255096 which is properly registered with the United States Copyright
26 Office.

27 1015. Defendants unlawfully copied and exploited the constituent elements
28 of Rainbow's works, all of which are original to Rainbow, including that which is

1 protected by United States Copyright Registration No. PAu004255096 through the
2 creation, development, release, and commercialization of Royale High.

3 1016. At no point in time did Rainbow authorize, permit, or consent to
4 Defendants' reproduction, derivation, distribution, performance, and/or display of
5 Rainbow's works, whether expressly or otherwise.

6 1017. Defendants unauthorized exploitation of Rainbow's works infringes
7 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
8 seq.

9 1018. Defendants had access to the copyrighted works at least, for example,
10 due to the widespread dissemination of Rainbow's works and because of the Notice
11 letters sent to Defendants.

12 1019. Defendants' works are substantially, if not strikingly, similar to
13 Rainbow's protected works with regard to protectable elements.

14 1020. At no point in time did Rainbow authorize, permit, or consent to
15 Defendants' reproduction, derivation, distribution, performance, and/or display of
16 Rainbow's works, whether expressly or otherwise.

17 1021. Defendants unauthorized exploitation of Rainbow's works infringes
18 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
19 seq.

20 1022. Defendants' infringing acts were and are willful within the meaning of
21 17 U.S.C. § 504(c)(2).

22 1023. Upon information and belief, Defendants have made and will continue
23 to make substantial profits and/or gains to which they are not in law or equity
24 entitled.

25 1024. Upon information and belief, Defendants intend to continue their
26 infringing acts, unless restrained by this Court.

27 1025. Defendants' acts have damaged and will continue to damage Rainbow,
28 and Rainbow has no adequate remedy at law.

1 1026. Plaintiff is entitled to preliminary and permanent injunctive relief and
2 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
3 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
4 505.

5 **COUNT 52: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
6 **STATES COPYRIGHT REGISTRATION NO. VA0002426312**

7 1027. Rainbow repeats and incorporates by reference the preceding
8 paragraphs as though fully set forth below.

9 1028. Rainbow is the sole owner of the copyrights protected by the
10 Registrations listed in Exhibit A, including United States Copyright Registration No.
11 VA0002426312 which is properly registered with the United States Copyright
12 Office.

13 1029. Defendants unlawfully copied and exploited the constituent elements
14 of Rainbow's works, all of which are original to Rainbow, including that which is
15 protected by United States Copyright Registration No. VA0002426312 through the
16 creation, development, release, and commercialization of Royale High.

17 1030. At no point in time did Rainbow authorize, permit, or consent to
18 Defendants' reproduction, derivation, distribution, performance, and/or display of
19 Rainbow's works, whether expressly or otherwise.

20 1031. Defendants unauthorized exploitation of Rainbow's works infringes
21 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
22 seq.

23 1032. Defendants had access to the copyrighted works at least, for example,
24 due to the widespread dissemination of Rainbow's works and because of the Notice
25 letters sent to Defendants.

26 1033. Defendants' works are substantially, if not strikingly, similar to
27 Rainbow's protected works with regard to protectable elements.

28 1034. At no point in time did Rainbow authorize, permit, or consent to

1 Defendants' reproduction, derivation, distribution, performance, and/or display of
2 Rainbow's works, whether expressly or otherwise.

3 1035. Defendants unauthorized exploitation of Rainbow's works infringes
4 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
5 seq.

6 1036. Defendants' infringing acts were and are willful within the meaning of
7 17 U.S.C. § 504(c)(2).

8 1037. Upon information and belief, Defendants have made and will continue
9 to make substantial profits and/or gains to which they are not in law or equity
10 entitled.

11 1038. Upon information and belief, Defendants intend to continue their
12 infringing acts, unless restrained by this Court.

13 1039. Defendants' acts have damaged and will continue to damage Rainbow,
14 and Rainbow has no adequate remedy at law.

15 1040. Plaintiff is entitled to preliminary and permanent injunctive relief and
16 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
17 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
18 505.

19 **COUNT 53: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
20 **STATES COPYRIGHT REGISTRATION NO. VA0002426313**

21 1041. Rainbow repeats and incorporates by reference the preceding
22 paragraphs as though fully set forth below.

23 1042. Rainbow is the sole owner of the copyrights protected by the
24 Registrations listed in Exhibit A, including United States Copyright Registration No.
25 VA0002426313 which is properly registered with the United States Copyright
26 Office.

27 1043. Defendants unlawfully copied and exploited the constituent elements
28 of Rainbow's works, all of which are original to Rainbow, including that which is

1 protected by United States Copyright Registration No. VA0002426313 through the
2 creation, development, release, and commercialization of Royale High.

3 1044. At no point in time did Rainbow authorize, permit, or consent to
4 Defendants' reproduction, derivation, distribution, performance, and/or display of
5 Rainbow's works, whether expressly or otherwise.

6 1045. Defendants unauthorized exploitation of Rainbow's works infringes
7 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
8 seq.

9 1046. Defendants had access to the copyrighted works at least, for example,
10 due to the widespread dissemination of Rainbow's works and because of the Notice
11 letters sent to Defendants.

12 1047. Defendants' works are substantially, if not strikingly, similar to
13 Rainbow's protected works with regard to protectable elements.

14 1048. At no point in time did Rainbow authorize, permit, or consent to
15 Defendants' reproduction, derivation, distribution, performance, and/or display of
16 Rainbow's works, whether expressly or otherwise.

17 1049. Defendants unauthorized exploitation of Rainbow's works infringes
18 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
19 seq.

20 1050. Defendants' infringing acts were and are willful within the meaning of
21 17 U.S.C. § 504(c)(2).

22 1051. Upon information and belief, Defendants have made and will continue
23 to make substantial profits and/or gains to which they are not in law or equity
24 entitled.

25 1052. Upon information and belief, Defendants intend to continue their
26 infringing acts, unless restrained by this Court.

27 1053. Defendants' acts have damaged and will continue to damage Rainbow,
28 and Rainbow has no adequate remedy at law.

1 1054. Plaintiff is entitled to preliminary and permanent injunctive relief and
2 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
3 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
4 505.

5 **COUNT 54: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
6 **STATES COPYRIGHT REGISTRATION NO. VA0002426865**

7 1055. Rainbow repeats and incorporates by reference the preceding
8 paragraphs as though fully set forth below.

9 1056. Rainbow is the sole owner of the copyrights protected by the
10 Registrations listed in Exhibit A, including United States Copyright Registration No.
11 VA0002426865 which is properly registered with the United States Copyright
12 Office.

13 1057. Defendants unlawfully copied and exploited the constituent elements
14 of Rainbow's works, all of which are original to Rainbow, including that which is
15 protected by United States Copyright Registration No. VA0002426865 through the
16 creation, development, release, and commercialization of Royale High.

17 1058. At no point in time did Rainbow authorize, permit, or consent to
18 Defendants' reproduction, derivation, distribution, performance, and/or display of
19 Rainbow's works, whether expressly or otherwise.

20 1059. Defendants unauthorized exploitation of Rainbow's works infringes
21 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
22 seq.

23 1060. Defendants' infringing acts were willful within the meaning of 17
24 U.S.C. § 504(c)(2).

25 1061. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1062. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1063. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 1064. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1065. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1066. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1067. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1068. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1069. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 55: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426867**

23 1070. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1071. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426867 which is properly registered with the United States Copyright
28 Office.

1 1072. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426867 through the
4 creation, development, release, and commercialization of Royale High.

5 1073. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1074. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1075. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1076. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1077. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1078. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1079. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1080. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1081. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1082. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1083. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 56: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426870**

9 1084. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1085. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426870 which is properly registered with the United States Copyright
14 Office.

15 1086. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426870 through the
18 creation, development, release, and commercialization of Royale High.

19 1087. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1088. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1089. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1090. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1091. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 1092. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1093. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1094. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1095. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1096. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1097. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 57: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426872**

23 1098. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1099. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426872 which is properly registered with the United States Copyright
28 Office.

1 1100. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426872 through the
4 creation, development, release, and commercialization of Royale High.

5 1101. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1102. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1103. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1104. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1105. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1106. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1107. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1108. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1109. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1110. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1111. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 58: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426875**

9 1112. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1113. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426875 which is properly registered with the United States Copyright
14 Office.

15 1114. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426875 through the
18 creation, development, release, and commercialization of Royale High.

19 1115. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1116. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1117. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1118. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1119. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and display of
4 Rainbow's works, whether expressly or otherwise.

5 1120. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1121. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1122. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1123. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1124. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1125. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 59: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426881**

23 1126. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1127. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426881 which is properly registered with the United States Copyright
28 Office.

1 1128. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426881 through the
4 creation, development, release, and commercialization of Royale High.

5 1129. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1130. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1131. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1132. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1133. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1134. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1135. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1136. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1137. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1138. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1139. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 60: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426881**

9 1140. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1141. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426881 which is properly registered with the United States Copyright
14 Office.

15 1142. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426881 through the
18 creation, development, release, and commercialization of Royale High.

19 1143. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1144. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1145. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1146. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1147. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 1148. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1149. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1150. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1151. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1152. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1153. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 61: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426882**

23 1154. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1155. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426882 which is properly registered with the United States Copyright
28 Office.

1 1156. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426882 through the
4 creation, development, release, and commercialization of Royale High.

5 1157. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1158. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1159. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1160. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1161. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1162. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1163. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1164. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1165. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1166. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1167. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 62: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426885**

9 1168. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1169. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426885 which is properly registered with the United States Copyright
14 Office.

15 1170. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426885 through the
18 creation, development, release, and commercialization of Royale High.

19 1171. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1172. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1173. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1174. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1175. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 1176. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1177. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1178. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1179. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1180. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1181. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 63: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426889**

23 1182. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1183. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426889 which is properly registered with the United States Copyright
28 Office.

1 1184. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426889 through the
4 creation, development, release, and commercialization of Royale High.

5 1185. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1186. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1187. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1188. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1189. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1190. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1191. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1192. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1193. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1194. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1195. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 64: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426906**

9 1196. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1197. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426906 which is properly registered with the United States Copyright
14 Office.

15 1198. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426906 through the
18 creation, development, release, and commercialization of Royale High.

19 1199. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1200. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1201. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1202. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1203. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and display of
4 Rainbow's works, whether expressly or otherwise.

5 1204. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1205. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1206. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1207. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1208. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1209. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 65: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426910**

23 1210. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1211. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426910 which is properly registered with the United States Copyright
28 Office.

1 1212. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426910 through the
4 creation, development, release, and commercialization of Royale High.

5 1213. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1214. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1215. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1216. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1217. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1218. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1219. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1220. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1221. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1222. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1223. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 66: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426911**

9 1224. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1225. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426911 which is properly registered with the United States Copyright
14 Office.

15 1226. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426911 through the
18 creation, development, release, and commercialization of Royale High.

19 1227. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1228. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1229. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1230. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1231. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 1232. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1233. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1234. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1235. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1236. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1237. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 67: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002426912**

23 1238. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1239. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002426912 which is properly registered with the United States Copyright
28 Office.

1 1240. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002426912 through the
4 creation, development, release, and commercialization of Royale High.

5 1241. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1242. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1243. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants..

14 1244. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1245. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and/or display of
18 Rainbow's works, whether expressly or otherwise.

19 1246. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1247. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1248. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1249. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1250. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1251. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 68: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
8 **STATES COPYRIGHT REGISTRATION NO. VA0002426913**

9 1252. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1253. Rainbow is the sole owner of the copyrights protected by the
12 Registrations listed in Exhibit A, including United States Copyright Registration No.
13 VA0002426913 which is properly registered with the United States Copyright
14 Office.

15 1254. Defendants unlawfully copied and exploited the constituent elements
16 of Rainbow's works, all of which are original to Rainbow, including that which is
17 protected by United States Copyright Registration No. VA0002426913 through the
18 creation, development, release, and commercialization of Royale High.

19 1255. At no point in time did Rainbow authorize, permit, or consent to
20 Defendants' reproduction, derivation, distribution, performance, and/or display of
21 Rainbow's works, whether expressly or otherwise.

22 1256. Defendants unauthorized exploitation of Rainbow's works infringes
23 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
24 seq.

25 1257. Defendants had access to the copyrighted works at least, for example,
26 due to the widespread dissemination of Rainbow's works and because of the Notice
27 letters sent to Defendants.

28 1258. Defendants' works are substantially, if not strikingly, similar to

1 Rainbow's protected works with regard to protectable elements.

2 1259. At no point in time did Rainbow authorize, permit, or consent to
3 Defendants' reproduction, derivation, distribution, performance, and/or display of
4 Rainbow's works, whether expressly or otherwise.

5 1260. Defendants unauthorized exploitation of Rainbow's works infringes
6 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
7 seq.

8 1261. Defendants' infringing acts were and are willful within the meaning of
9 17 U.S.C. § 504(c)(2).

10 1262. Upon information and belief, Defendants have made and will continue
11 to make substantial profits and/or gains to which they are not in law or equity
12 entitled.

13 1263. Upon information and belief, Defendants intend to continue their
14 infringing acts, unless restrained by this Court.

15 1264. Defendants' acts have damaged and will continue to damage Rainbow,
16 and Rainbow has no adequate remedy at law.

17 1265. Plaintiff is entitled to preliminary and permanent injunctive relief and
18 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
19 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
20 505.

21 **COUNT 69: DIRECT COPYRIGHT INFRINGEMENT OF UNITED**
22 **STATES COPYRIGHT REGISTRATION NO. VA0002424966**

23 1266. Rainbow repeats and incorporates by reference the preceding
24 paragraphs as though fully set forth below.

25 1267. Rainbow is the sole owner of the copyrights protected by the
26 Registrations listed in Exhibit A, including United States Copyright Registration No.
27 VA0002424966 which is properly registered with the United States Copyright
28 Office.

1 1268. Defendants unlawfully copied and exploited the constituent elements
2 of Rainbow's works, all of which are original to Rainbow, including that which is
3 protected by United States Copyright Registration No. VA0002424966 through the
4 creation, development, release, and commercialization of Royale High.

5 1269. At no point in time did Rainbow authorize, permit, or consent to
6 Defendants' reproduction, derivation, distribution, performance, and/or display of
7 Rainbow's works, whether expressly or otherwise.

8 1270. Defendants unauthorized exploitation of Rainbow's works infringes
9 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
10 seq.

11 1271. Defendants had access to the copyrighted works at least, for example,
12 due to the widespread dissemination of Rainbow's works and because of the Notice
13 letters sent to Defendants.

14 1272. Defendants' works are substantially, if not strikingly, similar to
15 Rainbow's protected works with regard to protectable elements.

16 1273. At no point in time did Rainbow authorize, permit, or consent to
17 Defendants' reproduction, derivation, distribution, performance, and display of
18 Rainbow's works, whether expressly or otherwise.

19 1274. Defendants unauthorized exploitation of Rainbow's works infringes
20 Rainbow's exclusive rights in violation of the Copyright Act, 17 U.S.C. §§ 101 et
21 seq.

22 1275. Defendants' infringing acts were and are willful within the meaning of
23 17 U.S.C. § 504(c)(2).

24 1276. Upon information and belief, Defendants have made and will continue
25 to make substantial profits and/or gains to which they are not in law or equity
26 entitled.

27 1277. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1278. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 1279. Plaintiff is entitled to preliminary and permanent injunctive relief and
4 to recover actual damages and/or statutory damages, Defendants' profits, enhanced
5 profits and damages, costs, and reasonable attorneys' fees under 17 U.S.C. §§ 502-
6 505.

7 **COUNT 70: TRADEMARK INFRINGEMENT UNDER THE LANHAM**
8 **ACT**

9 1280. Rainbow repeats and incorporates by reference the preceding
10 paragraphs as though fully set forth below.

11 1281. Rainbow is the sole owner of the United States Trademark
12 Registrations listed in Exhibit B and the Common Law Marks (collectively "Winx
13 Club Trademarks") as alleged herein.

14 1282. Defendants' unauthorized use of the Winx Club Trademarks in Royale
15 High and in connection with the sale, offering for sale, distribution, and advertising
16 of goods and services, including toys and other consumer products, is likely to cause
17 confusion to, to cause mistake by, or to deceive the relevant consuming public, in
18 violation of the U.S. Lanham Act, including at least 15 U.S.C. §§ 1114 - 1125.

19 1283. Defendants' unauthorized use of confusingly similar imitations of the
20 Winx Club characters and scenes, and the Winx Club Trademarks is likely to cause
21 confusion, deception, and mistake by creating the false and misleading impression
22 to the consuming public that Rainbow's goods and services originate with
23 Defendants, are associated or connected with Defendants, or have the sponsorship,
24 endorsement, or approval of Rainbow, or that Defendants' goods and services
25 originate with Rainbow, or are associated with, or connected with or approved by
26 Rainbow when they are not.

27 1284. Relevant consumers of Rainbow's goods and services have been
28 actually confused by the actions of Defendants as alleged herein.

1 1285. Defendants' conduct has caused and will continue to cause a likelihood
2 of confusion by and deception of members of the trade and public.

3 1286. Defendants' conduct demonstrates a willful, wanton, and malicious
4 intent to trade on the goodwill associated with the Winx Club Trademarks.

5 1287. Rainbow is entitled to preliminary and permanent injunctive relief and
6 to recover actual damages, Defendants' profits, enhanced profits and damages, costs,
7 and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

8 1288. Upon information and belief, Defendants have made and will continue
9 to make substantial profits and/or gains to which they are not in law or equity
10 entitled.

11 1289. Upon information and belief, Defendants intend to continue their
12 infringing acts, unless restrained by this Court.

13 1290. Defendants' acts have damaged and will continue to damage Rainbow,
14 and Rainbow has no adequate remedy at law.

15 1291. Given the Defendants' willful, intentional, and knowing conduct,
16 including but not limited to its continued and continuing infringement after having
17 knowledge of their infringement, this is an exceptional case under 15 U.S.C. § 1117.

18 1292. As the acts alleged herein constitute infringement by Defendants of
19 Rainbow's Registered Marks under 15 U.S.C. § 1114 and § 1125(a), and as Rainbow
20 has no adequate remedy at law, Rainbow is entitled to injunctive relief as well as
21 monetary damages and other remedies as provided by 15 U.S.C. §§ 1116, 1117, and
22 1118, including recovery of the Defendants' revenues and profits, Rainbow's lost
23 profits, all damages sustained by Rainbow, the cost of this action plus interest and
24 including reasonable attorneys' fees, other increased damages as the Court may
25 deem appropriate, and/or other amounts yet to be determined.

26 **COUNT 71: TRADEMARK INFRINGEMENT UNDER THE CALIFORNIA**
27 **BUSINESS AND PROFESSIONS CODE §14245**

28 1293. Rainbow repeats and incorporates by reference the preceding

1 paragraphs as though fully set forth below.

2 1294. Rainbow holds valid and protectable trademarks under California law
3 through prior use in commerce of the Winx Club Trademarks.

4 1295. Defendants use and have used Rainbow's registered trademarks, or
5 marks confusingly similar to Rainbow's trademarks, without authorization, in
6 connection with the sale of goods and services in commerce.

7 1296. Defendants' use of Plaintiff's marks is likely to cause and has caused
8 confusion or mistake, and is likely to deceive and has deceived consumers as to the
9 source of origin of the goods or services.

10 1297. Relevant consumers of Rainbow's goods and services have been
11 actually confused by the actions of Defendants as alleged herein.

12 1298. Defendants intentionally copied Rainbow's marks and the copying was
13 willful and on information and belief their acts have been committed with knowledge
14 that the marks are intended to be used to cause confusion or mistake, or to deceive.

15 1299. Each Defendant has knowingly facilitated, enabled, or otherwise
16 assisted a person to manufacture, use, distribute, display, or sell goods or services
17 bearing a reproduction, counterfeit, copy, or colorable imitation of Plaintiff's Marks,
18 without the consent of the Plaintiff.

19 1300. Rainbow's marks are strong and distinctive.

20 1301. Defendant's actions are likely to result in harm, at least via lost sales,
21 damage to reputation, and dilution of the trademarks' distinctiveness.

22 1302. Defendants have been unjustly enriched at the expense of Rainbow.

23 1303. Defendants' retention of the benefit they have received as a result of
24 their unlawful actions would be unjust and inequitable.

25 1304. It would be unfair for the Defendants to keep the revenue they have
26 unlawfully received without compensating Rainbow. The benefit was acquired
27 through fraud and there is no legal or contractual basis for the Defendants to retain
28 the benefit.

1 1305. Defendants, without authorization from Rainbow, have used and are
2 continuing to use spurious designations that are confusingly similar to Rainbow's
3 Trademarks.

4 1306. The foregoing acts of Defendants are intended to cause, have caused,
5 and are likely to continue to cause confusion, mistake, and deception among
6 consumers, the public, and the trade as to whether Defendants' Royale High game
7 originates from, or is affiliated with, sponsored by, or endorsed by Rainbow.

8 1307. Upon information and belief, Defendants have acted with knowledge
9 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention
10 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
11 thereby.

12 1308. Upon information and belief, Defendants have made and will continue
13 to make substantial profits and/or gains to which they are not in law or equity
14 entitled.

15 1309. Upon information and belief, Defendants intend to continue their
16 infringing acts, unless restrained by this Court.

17 1310. Defendants' acts have damaged and will continue to damage Rainbow,
18 and Rainbow has no adequate remedy at law.

19 1311. Rainbow is entitled to preliminary and permanent injunctive relief and
20 to recover actual damages, Defendants' profits, enhanced profits and damages, costs,
21 and reasonable attorneys' fees for Defendants' actions as alleged herein.

22 **COUNT 72: UNFAIR COMPETITION UNDER THE CALIFORNIA**
23 **BUSINESS AND PROFESSIONS CODE §17200**

24 1312. Rainbow repeats and incorporates by reference the preceding
25 paragraphs as though fully set forth below.

26 1313. Rainbow holds valid and protectable trademarks under California law
27 through prior use in commerce.

28 1314. Defendants used Rainbow's Winx Club Trademarks, or marks

1 confusingly similar to Rainbow's trademarks, without authorization, in connection
2 with services in commerce, creating the potential for consumer confusion.

3 1315. Defendants' use of Rainbow's marks is unfair and causes confusion,
4 mistake, or deception among consumers as to the source of the goods or services.

5 1316. Relevant consumers of Rainbow's goods and services have been
6 actually confused by the actions of Defendants as alleged herein.

7 1317. Defendants intentionally copied Rainbow's marks and the copying was
8 willful.

9 1318. Rainbow's marks are strong and distinctive.

10 1319. Defendant's actions have harmed Rainbow and future actions are likely
11 to result in harm to Rainbow, via lost sales, damage to reputation, and dilution of the
12 trademarks' distinctiveness, as well as to the consuming public.

13 1320. Defendants have been unjustly enriched at the expense of Rainbow.

14 1321. Defendants' retention of the benefits they have received as a result of
15 their unlawful actions would be unjust and inequitable.

16 1322. It would be unfair for the Defendants to keep the revenue they have
17 received from their unlawful actions without compensating Rainbow. The benefit
18 was acquired through fraud and there is no legal or contractual basis for the
19 Defendants to retain the benefit.

20 1323. Defendants, without authorization from Rainbow, have used and are
21 continuing to use spurious designations that are confusingly similar to Rainbow's
22 Trademarks.

23 1324. The foregoing acts of Defendants are intended to cause, have caused,
24 and are likely to continue to cause confusion, mistake, and deception among
25 consumers, the public, and the trade as to whether Defendants' Royale High game
26 originates from, or is affiliated with, sponsored by, or endorsed by Rainbow.

27 1325. Upon information and belief, Defendants have acted with knowledge
28 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention

1 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
2 thereby.

3 1326. Defendants' acts also constitute knowing copyright infringement and
4 trademark infringement in violation of Sections 501 *et seq.* of the U.S. Copyright
5 Act (17 U.S.C. § 501, *et seq.*) and Section 32 of the Lanham Act (15 U.S.C. § 1114).

6 1327. Upon information and belief, Defendants have made and will continue
7 to make substantial profits and/or gains to which they are not in law or equity
8 entitled.

9 1328. Upon information and belief, Defendants intend to continue their
10 infringing acts, unless restrained by this Court.

11 1329. Defendants' acts have damaged and will continue to damage Rainbow,
12 and Rainbow has no adequate remedy at law.

13 1330. Rainbow is entitled to preliminary and permanent injunctive relief and
14 to recover actual damages, Defendants' profits, enhanced profits and damages, costs,
15 and reasonable attorneys' fees for Defendants' actions as alleged herein.

16 **COUNT 73: TRADEMARK DILUTION UNDER THE CALIFORNIA**
17 **BUSINESS AND PROFESSIONS CODE §14247**

18 1331. Rainbow repeats and incorporates by reference the preceding
19 paragraphs as though fully set forth below.

20 1332. Rainbow holds valid and protectable trademarks under California law
21 through prior use in commerce.

22 1333. Rainbow's trademarks as alleged herein are famous and distinctive.
23 Each is widely recognized by the general consuming public of this state, or of a
24 geographic area of this state, as a designation of source of the goods or services of
25 Rainbow. Rainbow's famous marks include the characters and the scenes from the
26 Winx Club animated series, as well as the trademark WINX CLUB and
27 corresponding logo.

28 1334. The trademarks have become famous through the extensive duration,

1 extent, and geographic reach of advertising and publicity, the volume of sales of
2 goods or services under the marks, and the extent of actual dissemination and
3 resulting recognition of the marks.

4 1335. Defendants use and have used Rainbow's trademarks, or marks
5 confusingly similar to Rainbow's trademarks, without authorization, in connection
6 with the sale of goods and services in commerce in this State, creating the potential
7 for consumer confusion and dilution of Rainbow's famous marks.

8 1336. Defendants' use of the marks is unfair and causes confusion, mistake,
9 or deception among consumers as to the source of the goods or services.

10 1337. Relevant consumers of Rainbow's goods and services have been
11 actually confused by the actions of Defendants as alleged herein.

12 1338. On information and belief, Defendants intentionally copied Rainbow's
13 famous marks and the copying was willful.

14 1339. Rainbow's marks are strong and distinctive.

15 1340. Defendant's actions are likely to result in harm, via lost sales, damage
16 to reputation, and dilution of the trademarks' distinctiveness.

17 1341. Defendants have been unjustly enriched at least by the receipt of
18 revenue obtained from the sale of goods and services sold in conjunction with
19 Rainbow's marks, at the expense of Rainbow.

20 1342. Defendants' retention of the benefits they have received via their
21 unlawful actions as alleged herein would be unjust and inequitable.

22 1343. It would be unfair for the Defendants to keep the revenue or other
23 unlawfully obtained benefits without compensating Rainbow. was All such benefits
24 were acquired by Defendants through fraud or other unlawful activity and there is
25 no legal or contractual basis for the Defendants to retain such benefits.

26 1344. Defendants, without authorization from Rainbow, have used and are
27 continuing to use spurious designations that are confusingly similar to Rainbow's
28 Trademarks.

1 1345. The foregoing acts of Defendants are intended to cause, have caused,
2 and are likely to continue to cause confusion, mistake, and deception among
3 consumers, the public, and the trade as to whether Defendants' Royale High game
4 originates from, or is affiliated with, sponsored by, or endorsed by Rainbow.

5 1346. Upon information and belief, Defendants have acted with knowledge
6 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention
7 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
8 thereby.

9 1347. Defendants' acts also constitute copyright infringement and trademark
10 infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

11 1348. Upon information and belief, Defendants have made and will continue
12 to make substantial profits and/or gains to which they are not in law or equity
13 entitled.

14 1349. The distinctiveness of Rainbow's famous marks is weakened because
15 the Defendants' use of the marks causes the marks to be associated with a broader
16 range of, and unlicensed and unapproved, goods or services, diminishing their
17 uniqueness.

18 1350. Use of Rainbow's famous marks by the Defendants is likely to cause
19 dilution of the distinctive quality or reputation of the famous marks.

20 1351. Upon information and belief, Defendants intend to continue their
21 infringing acts, unless restrained by this Court.

22 1352. Defendants' acts have damaged and will continue to damage Rainbow,
23 and Rainbow has no adequate remedy at law.

24 1353. Rainbow is entitled to preliminary and permanent injunctive relief for
25 Defendants' actions as alleged herein

26 **COUNT 74: TRADEMARK INFRINGEMENT UNDER CALIFORNIA**

27 **COMMON LAW**

28 1354. Rainbow repeats and incorporates by reference the preceding

1 paragraphs as though fully set forth below.

2 1355. Rainbow holds valid and protectable trademarks under California law
3 through prior use in commerce.

4 1356. The trademarks are famous and include, among other things, the
5 characters and the scenes from the Winx Club animated series, as well as the
6 trademark WINX CLUB and corresponding logo.

7 1357. The Plaintiff's asserted trademarks have become famous throughout
8 California through the extensive duration, extent, and geographic reach of
9 advertising and publicity, the volume of sales of goods or services under the marks,
10 and the extent of actual dissemination and resulting recognition of the marks.

11 1358. Defendants used Rainbow's trademarks, or marks confusingly similar
12 to Rainbow's trademarks, without authorization, in connection with the sale of goods
13 and services in commerce, creating the potential for consumer confusion.

14 1359. Defendants' use of the marks is unfair and causes confusion, mistake,
15 or deception among consumers as to the source of the goods or services.

16 1360. Relevant consumers of Rainbow's goods and services have been
17 actually confused by the actions of Defendants as alleged herein.

18 1361. On information and belief, Defendants intentionally copied Rainbow's
19 marks and the copying was willful.

20 1362. Rainbow's marks are strong and distinctive.

21 1363. Defendant's actions are likely to result in harm, via lost sales, damage
22 to reputation, and dilution of the distinctiveness of Plaintiff's asserted trademarks.

23 1364. By their actions as alleged herein, Defendants have been unjustly
24 enriched at the expense of Rainbow.

25 1365. Defendants' retention of the benefits they have received as a result of
26 their unlawful actions would be unjust and inequitable.

27 1366. It would be unfair for the Defendants to keep the benefits they have
28 received as a result of their unlawful actions without compensating Rainbow. Such

1 benefits were acquired through fraud and there is no legal or contractual basis for
2 the Defendants to retain the benefits.

3 1367. Defendants, without authorization from Rainbow, have used and are
4 continuing to use spurious designations that are confusingly similar to Rainbow's
5 Trademarks.

6 1368. On information and belief, the foregoing acts of Defendants are
7 intended to cause, have caused, and are likely to continue to cause confusion,
8 mistake, and deception among consumers, the public, and the trade as to whether
9 Defendants' Royale High game originates from, or is affiliated with, sponsored by,
10 or endorsed by Rainbow.

11 1369. Upon information and belief, Defendants have acted with knowledge
12 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention
13 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
14 thereby.

15 1370. Defendants' acts also constitute copyright infringement and trademark
16 infringement as alleged herein.

17 1371. Upon information and belief, Defendants have made and will continue
18 to make substantial profits and/or gains to which they are not in law or equity
19 entitled.

20 1372. The distinctiveness of Rainbow's famous marks is weakened because
21 the Defendants' use of the marks causes the marks to be associated with a broader
22 range of goods or services, diminishing its uniqueness.

23 1373. Use of Rainbow's marks by the Defendants is likely to cause dilution
24 of the distinctive quality or reputation of the famous marks.

25 1374. Upon information and belief, Defendants intend to continue their
26 infringing acts, unless restrained by this Court.

27 1375. Defendants' acts have damaged and will continue to damage Rainbow,
28 and Rainbow has no adequate remedy at law.

1 1376. Rainbow is entitled to preliminary and permanent injunctive relief and
2 to recover actual damages, Defendants' profits, enhanced profits and damages, costs,
3 and reasonable attorneys' fees for Defendants' actions as alleged herein.

4 **COUNT 75: UNFAIR COMPETITION UNDER CALIFORNIA COMMON**
5 **LAW**

6 1377. Rainbow repeats and incorporates by reference the preceding
7 paragraphs as though fully set forth below.

8 1378. Rainbow holds valid and protectable trademarks under California law
9 through prior use in commerce.

10 1379. The trademarks are famous and include, among other things, the
11 characters and the scenes from the Winx Club animated series, as well as the
12 trademark WINX CLUB and corresponding logo.

13 1380. The trademarks have become famous through the extensive duration,
14 extent, and geographic reach of advertising and publicity, the volume of sales of
15 goods or services under the marks, and the extent of actual dissemination and
16 resulting recognition of the marks.

17 1381. Defendants used Rainbow's trademarks, or marks confusingly similar
18 to Rainbow's trademarks, without authorization, in connection with services in
19 commerce, creating the potential for consumer confusion.

20 1382. Defendants' use of the marks is unfair and causes confusion, mistake,
21 or deception among consumers as to the source of the goods or services.

22 1383. Relevant consumers of Rainbow's goods and services have been
23 actually confused by the actions of Defendants as alleged herein.

24 1384. Defendants intentionally copied Rainbow's marks and the copying was
25 willful.

26 1385. Rainbow's marks are strong and distinctive.

27 1386. Defendant's actions are likely to result in harm, via lost sales, damage
28 to reputation, and dilution of the trademarks' distinctiveness.

1 1387. Defendants have been unjustly enriched via revenue at the expense of
2 Rainbow.

3 1388. Defendants' retention of the benefit would be unjust and inequitable.

4 1389. It would be unfair for the Defendants to keep the revenue without
5 compensating Rainbow. The benefit was acquired through fraud and there is no legal
6 or contractual basis for the Defendants to retain the benefit.

7 1390. Defendants, without authorization from Rainbow, have used and are
8 continuing to use spurious designations that are confusingly similar to Rainbow's
9 Trademarks.

10 1391. The foregoing acts of Defendants are intended to cause, have caused,
11 and are likely to continue to cause confusion, mistake, and deception among
12 consumers, the public, and the trade as to whether Defendants' Royale High game
13 originates from, or is affiliated with, sponsored by, or endorsed by Rainbow.

14 1392. Upon information and belief, Defendants have acted with knowledge
15 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention
16 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
17 thereby.

18 1393. Defendants' acts also constitute copyright infringement and trademark
19 infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

20 1394. Upon information and belief, Defendants have made and will continue
21 to make substantial profits and/or gains to which they are not in law or equity
22 entitled.

23 1395. The distinctiveness of the famous marks is weakened because the
24 defendants' use of the marks causes the marks to be associated with a broader range
25 of goods or services, diminishing its uniqueness.

26 1396. Use of the marks by the Defendants is likely to cause dilution of the
27 distinctive quality or reputation of the famous marks.

28 1397. Upon information and belief, Defendants intend to continue their

1 infringing acts, unless restrained by this Court.

2 1398. Defendants' acts have damaged and will continue to damage Rainbow,
3 and Rainbow has no adequate remedy at law.

4 **COUNT 76: DILUTION UNDER CALIFORNIA COMMON LAW**

5 1399. Rainbow repeats and incorporates by reference the preceding
6 paragraphs as though fully set forth below.

7 1400. Rainbow holds valid and protectable trademarks under California law
8 through prior use in commerce.

9 1401. Rainbow's Trademarks are famous and include, among other things,
10 the characters and the scenes from the Winx Club animated series, as well as the
11 trademark WINX CLUB and corresponding logo.

12 1402. The trademarks have become famous through the extensive duration,
13 extent, and geographic reach of advertising and publicity, the volume of sales of
14 goods or services under the marks, and the extent of actual dissemination and
15 resulting recognition of the marks.

16 1403. Defendants used Rainbow's trademarks, or marks confusingly similar
17 to Rainbow's trademarks, without authorization, in connection with services in
18 commerce, creating the potential for consumer confusion.

19 1404. Defendants' use of the marks is unfair and causes confusion, mistake,
20 or deception among consumers as to the source of the goods or services.

21 1405. Relevant consumers of Rainbow's goods and services have been
22 actually confused by the actions of Defendants as alleged herein.

23 1406. Defendants intentionally copied Rainbow's marks and the copying was
24 willful.

25 1407. Rainbow's marks are strong and distinctive.

26 1408. Defendant's actions are likely to result in harm, via lost sales, damage
27 to reputation, and dilution of the trademarks' distinctiveness.

28 1409. Defendants have been unjustly enriched via revenue at the expense of

1 Rainbow.

2 1410. Defendants' retention of the benefit would be unjust and inequitable.

3 1411. It would be unfair for the Defendants to keep the revenue without
4 compensating Rainbow. The benefit was acquired through fraud and there is no legal
5 or contractual basis for the Defendants to retain the benefit.

6 1412. Defendants, without authorization from Rainbow, have used and are
7 continuing to use spurious designations that are confusingly similar to Rainbow's
8 Trademarks.

9 1413. The foregoing acts of Defendants are intended to cause, have caused,
10 and are likely to continue to cause confusion, mistake, and deception among
11 consumers, the public, and the trade as to whether Defendants' Royale High game
12 originates from, or is affiliated with, sponsored by, or endorsed by Rainbow.

13 1414. Upon information and belief, Defendants have acted with knowledge
14 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention
15 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
16 thereby.

17 1415. Defendants' acts also constitute copyright infringement and trademark
18 infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

19 1416. Upon information and belief, Defendants have made and will continue
20 to make substantial profits and/or gains to which they are not in law or equity
21 entitled.

22 1417. The distinctiveness of the famous marks is weakened because the
23 defendants' use of the marks causes the marks to be associated with a broader range
24 of goods or services, diminishing its uniqueness.

25 1418. Use of the marks by the Defendants is likely to cause dilution of the
26 distinctive quality or reputation of the famous marks.

27 1419. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1420. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 **COUNT 77: UNJUST ENRICHMENT UNDER CALIFORNIA COMMON**
4 **LAW**

5 1421. Rainbow repeats and incorporates by reference the preceding
6 paragraphs as though fully set forth below.

7 1422. Rainbow holds valid and protectable trademarks under California law
8 through prior use in commerce.

9 1423. The trademarks are famous and include, among other things, the
10 characters and the scenes from the Winx Club animated series, as well as the
11 trademark WINX CLUB and corresponding logo.

12 1424. The trademarks have become famous through the extensive duration,
13 extent, and geographic reach of advertising and publicity, the volume of sales of
14 goods or services under the marks, and the extent of actual dissemination and
15 resulting recognition of the marks.

16 1425. Defendants used Rainbow's trademarks, or marks confusingly similar
17 to Rainbow's trademarks, without authorization, in connection with services in
18 commerce, creating the potential for consumer confusion.

19 1426. Defendants' use of the marks is unfair and causes confusion, mistake,
20 or deception among consumers as to the source of the goods or services.

21 1427. Relevant consumers of Rainbow's goods and services have been
22 actually confused by the actions of Defendants as alleged herein.

23 1428. Defendants intentionally copied Rainbow's marks and the copying was
24 willful.

25 1429. Rainbow's marks are strong and distinctive.

26 1430. Defendant's actions are likely to result in harm, via lost sales, damage
27 to reputation, and dilution of the trademarks' distinctiveness.

28 1431. Defendants have been unjustly enriched via revenue at the expense of

1 Rainbow.

2 1432. Defendants' retention of the benefit would be unjust and inequitable.

3 1433. It would be unfair for the Defendants to keep the revenue without
4 compensating Rainbow. The benefit was acquired through fraud and there is no legal
5 or contractual basis for the Defendants to retain the benefit.

6 1434. Defendants, without authorization from Rainbow, have used and are
7 continuing to use spurious designations that are confusingly similar to Rainbow's
8 Trademarks.

9 1435. The foregoing acts of Defendants are intended to cause, have caused,
10 and are likely to continue to cause confusion, mistake, and deception among
11 consumers, the public, and the trade as to whether Defendants' Royale High game
12 originates from, or is affiliated with, sponsored by, or endorsed by Rainbow.

13 1436. Upon information and belief, Defendants have acted with knowledge
14 of Rainbow's ownership of the Winx Club Trademarks and with deliberate intention
15 or willful blindness to unfairly benefit from the incalculable goodwill symbolized
16 thereby.

17 1437. Defendants' acts also constitute copyright infringement and trademark
18 infringement in violation of Section 32 of the Lanham Act (15 U.S.C. § 1114).

19 1438. Upon information and belief, Defendants have made and will continue
20 to make substantial profits and/or gains to which they are not in law or equity
21 entitled.

22 1439. The distinctiveness of the famous marks is weakened because the
23 defendants' use of the marks causes the marks to be associated with a broader range
24 of goods or services, diminishing its uniqueness.

25 1440. Use of the marks by the Defendants is likely to cause dilution of the
26 distinctive quality or reputation of the famous marks.

27 1441. Upon information and belief, Defendants intend to continue their
28 infringing acts, unless restrained by this Court.

1 1442. Defendants' acts have damaged and will continue to damage Rainbow,
2 and Rainbow has no adequate remedy at law.

3 **Prayer for Relief**

4 WHEREFORE, Rainbow respectfully requests that the Court:

- 5 (A) Permanently enjoin Defendants from continuing to infringe
6 Rainbow's copyrights and trademark rights;
- 7 (B) Order that Defendants delete and permanently remove all digital
8 media files relating to Rainbow's works from all computers and
9 cloud-based servers in Defendants' possession, custody, or
10 control;
- 11 (C) Order that Defendants demand that any entity that hosts any
12 Royale High content on behalf of Defendants delete and
13 permanently remove all digital media files relating to Rainbow's
14 works from all computers and cloud-based servers in their
15 possession, custody, or control;
- 16 (D) Award Rainbow damages, including actual damages and
17 Defendants' profits in an amount to be proven at trial, pursuant
18 to 17 U.S.C. § 504(b);
- 19 (E) Award Rainbow monetary damages and other remedies as
20 provided by 15 U.S.C. §§ 1116, 1117, and 1118, including
21 recovery of the Defendants' revenues and profits, Rainbow's lost
22 profits, all damages sustained by Rainbow, the cost of this action
23 plus interest and including reasonable attorneys' fees, other
24 increased damages as the Court may deem appropriate, and/or
25 other amounts yet to be determined;
- 26 (F) Award Rainbow enhanced profits and damages under 15 U.S.C.
27 § 1117(b);
- 28 (G) Award Rainbow statutory damages in the amount of \$150,000

1 per work infringed pursuant to 17 U.S.C. § 504(a) and (c) or
2 other maximum award as determined by the Court;

3 (H) Award Rainbow its reasonable attorneys' fees and costs;

4 (I) Award Rainbow pre-judgment and post-judgment interest on all
5 monetary awards;

6 (J) Hold Defendants jointly and severally liable for the foregoing
7 and any monetary damages or relief; and

8 (K) Grant Rainbow any other relief this Court deems just and proper.

9
10 Dated: March 24, 2025

CLARK HILL LLP

11
12 By: _____



13 Bradford G. Hughes

14 Attorneys for Plaintiff RAINBOW S.p.A.
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